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## The Solicitors' Journal.

LONDON, AUGUST 6, 1864.

THERE MAY BE MANY differences of opinion on the law of evidence, so far as regards admitting the testimony of the parties to a divorce case; but we would call our readers' attention to the case of *Codrington v. Codrington and Anderson*, and to a letter on the subject which appears in our columns this week, as showing the line taken by those who desire a change in the law, and the nature of the inconveniences to which it gives rise.

Mrs. Watson, a witness in the suit, during the course of her examination, disclosed that she had been the *co-Advente* of the respondent, who had confessed to her an act of adultery committed with a person not the co-respondent. This evidence being quite unexpected, the counsel on both sides were taken by surprise, and the respondent had no evidence prepared in reply to this new matter. It has been suggested that if it had been allowable to place in the witness-box the lady said to have made the confession, the case might have arrived at a termination by means of her evidence, and all parties concerned relieved from a three months' suspense, which is necessitated by the circumstance that the acts alleged took place at Malta, and a commission to examine witnesses must be sent out and returned before the petition can be finally heard. It requires, however, but little discernment to see the numerous difficulties which would attend the admission of such evidence, not the least of which would be, that the refusal of a party to be sworn or to answer would naturally be taken as an admission of guilt. True it is that the Evidence Act has proved a great improvement in our law as regards the cases where it now admits the testimony of the parties concerned, but nevertheless we have grave doubts whether the exception, as regards divorce and breach of promise cases, is capable of any considerable modification which will not introduce evils greater than at present exist.

IN THE COURSE OF A CASE which was tried at Guildford on the 2nd inst., an important point in criminal procedure arose. The prisoner was on his trial for maliciously and feloniously setting fire to the barn and other farm-buildings. In opening the case, the counsel for the prosecution proposed to prove some previous circumstances tending to show a probability that the prisoner was then about to attempt the act. In a case which he cited, it was held by Mr. Justice Maule, that, where the question was, whether the burning was wilful or accidental, evidence was admissible to show that on another occasion the prisoner was seen in such a situation as to render it probable that he was then engaged in the commission of a similar offence against the same property. "Wills on Circumstantial Evidence," a work in which the above case (*The Queen v. Dosey*, 2 Car. & Kir. 306), with others of the same character, are mentioned, was handed up to the judge, Mr. Justice Willes. Alluding to this case the author says,—

All such relevant acts of the party as may reasonably be considered explanatory of his motives and purposes, even although they may severally constitute distinct felonies, are clearly admissible in evidence. Thus, where, upon the trial of a man for setting fire to a stack of straw, it appeared that it had been set on fire by his having fired a gun very near to it, evidence was admitted that the stack had been set on fire the day before, and that the prisoner was very near to it with his gun at the same time (*R. v. Dosey*, 2 Car. & Kir. 306, by Mr. Justice Maule). So upon a charge of maliciously shooting, where the question was, whether the act proceeded from

accident or design, evidence was admitted that the prisoner had intentionally shot at the same person about a quarter of an hour before. So in *Tavel's case*, the present Lord Wensleydale, then Mr. Baron Parke, admitted evidence that the deceased had been taken ill several months before, after partaking of porter with the prisoner, and said that, although this was no direct proof of an attempt to poison, the evidence was, nevertheless, admissible, because anything tending to show antipathy in the party accused against the deceased was admissible.

Mr. Justice Willes, after reading this passage, said that "it very well explained the case cited with reference to the facts on which it was decided, and it well explained the principles on which such decisions rested—viz., that where from the facts proposed to be proved the conclusion may fairly be drawn that there has been a previous similar act or event, that may be shown. It was on that principle held, some years ago, by the Court for Crown Cases Reserved, in a case of murder by poison, that a previous death by poison in the prisoner's house might be proved, with a view to show that the death of the deceased by poison was not accidental, and he had lately himself followed that decision in a similar case—*Garner's case* on the Midland circuit. The principle was not to be doubted, and was most important; viz.:—that it was open to the prosecution to prove the actual happening of several, or some other, similar acts or facts."

Many cases would end in the acquittal of the prisoner if such evidence as tends to show the intention were altogether excluded, but it is important to understand that such evidence is not sufficient of itself, but only as showing, as it were, a parallel act, indicating circumstantially the mind of the prisoner.

AT THE COLCHESTER PETTY SESSIONS, a case came on last week involving a nice point. A woman named Eliza Barley was charged with having deserted her illegitimate child, and thereby endangering its life. Having placed the child in a hamper about three feet long and sixteen inches deep, and padded it up with soft white linen, she delivered the hamper to a cabman, with a strict order that it was to be left that night at the residence of a Mr. Naylor, whose address was fixed to the hamper. Not having any information as the contents of the hamper, and having other calls upon his time, the cabman left the hamper in the corner of his yard all night, and delivered it at eight o'clock next morning. The child was found asleep and perfectly comfortable, not having suffered from the exposure. The woman pleaded in her defence that the child was the child of Mr. Naylor, who had told her to send it to him; and medical testimony was brought to show that sending a child in a hamper in the manner described would not prove injurious to the child, provided room to breathe freely was given, as in this case. The magistrates dismissed the case, being of opinion that it entirely failed as regarded the charge of desertion; but it is questionable whether, if the child had died in its little prison, the magistrates could have arrived at the same decision, though the accompanying facts would have been the same, and with the same evidence of intention on the part of the woman. At any rate the experiment was a dangerous one, and bore every probability of its arriving at a very different termination.

MR. EDMONDS AND MR. WARE, two near neighbours and intimate friends, possess, the one a cat and the other a canary—Mr. Ware's cat enters Mr. Edmonds' house by the window, and, in a predatory mood, destroys his canary. Upon this Mr. Edmonds hangs the cat and soon afterwards finds himself the defendant in an action brought by Mr. Ware in the Shoreditch County Court for £2, the value of the cat. Mr. King, for the plaintiff, urged that the defendant had no right to kill the cat, which could only have got into the defendant's house through some default of that person. Mr. Nash urged that the defendant was quite justified in killing the cat, which had no right to destroy the bird, and, having

done which, it was no longer a domesticated animal, but a beast of prey. The judge ruled otherwise, and the plaintiff recovered a verdict for one shilling damages and costs. We suspect most of our readers would have destroyed the cat under similar circumstances, and that course would certainly at first sight appear justifiable. What is the difference between a cat, whose nature it is to prowl about and destroy birds, and a savage dog, which the law would compel the owner to keep chained or muzzled? If the cat's nature is such that she destroys pet birds, the question naturally occurs, must not her owner keep her chained, or take the consequences, such as they were in the case referred to? We believe not. Mr. Edmonds could have brought a cross-action for the value of his bird, and indeed the judge offered to adjourn the case to give him the opportunity of doing so, but he refused, relying on his point of law. It must be obvious that the point of law relied upon was of no value whatever, but it is not so clear that the plaintiff was entitled to recover. The consideration, what was the plaintiff's duty in respect of the cat in question, does not seem to have been called to his Honour's attention.

ON THE 25TH OF JULY an Act was passed, the effect of which will be to afford peace of mind to many an unhappy Londoner, whose ideas have suffered dire confusion on various occasions in times past. Mr. Babbage, whose name has so often appeared in connection with the punishment of those German bands, which seemed to haunt him, will with many more, who have suffered equally with himself, be enabled to pursue their studies free from interruption by street music. The Act is very short; it repeals a section in the Police Act (2 & 3 Vict. c. 47), and enacts that any householder within the metropolitan police district, personally, or by his servant, or by any police constable, may require any street musician or street singer to depart from the neighbourhood of the house on account of the illness or on account of the interruption of the ordinary occupations or pursuits of any inmate of such house, or for other reasonable or sufficient cause. Any person sounding or playing any instrument, or singing, after being requested to depart, is to be liable to a penalty not exceeding forty shillings, or, at the discretion of the magistrate, may be committed for three days. A constable may take into custody a person without a warrant, providing the person making the charge accompany the officer to the police-station, "and there sign the charge-sheet kept for such purpose." Further, it is provided that "whenever any person charged with an offence under this Act shall be brought to any station-house during the time when the police-court shall be shut, it shall be lawful for the constable in charge of the station-house to require the person making the charge to enter into a recognizance conditioned as is provided by the Act passed in the second and third years of the reign of her Majesty, c. 47, s. 72, and upon the refusal of such person to do so, it shall be lawful for such constable to discharge from custody, the person so charged."

The Act of 27 & 28 Vict. c. 56, exempts from stamp duty probates and letters of administration where the effects do not exceed £100. We believe this concession of the Legislature, for the benefit of small estates, will be generally considered as an act of justice.

THE VERDICT given by the jury at the Surrey Sessions on the 29th ult., in the case of Miss Moody, who, it will be remembered, was assaulted in a carriage on the South-Western Railway, was one which, looking at the evidence given at the trial, we could not have expected. The prisoner was found guilty of a common assault. The case lay in a small compass, and the evidence as to the assault was almost in the following words:—"I felt his arm round my waist, and my clothes lifted gently in front." It appears to us that either the assault took place only in the imagination of the young lady herself, or that it was a clear case of indecent assault. If the jury believed the evidence of

the young lady at all, there can be little doubt as to its effect; and if they did not believe, whence did they derive their evidence of any assault having been committed?

DURING THE LAST WEEK several letters have appeared in the *Times* on the subject of the demands now so frequently made by the Commissioners of Inland Revenue for legacy and succession duty, many years over-due, a subject which we recently had occasion to refer to.\* It appears beyond dispute that in one, at least, of the cases now referred to, the claim arose in consequence of bad book-keeping in the office at Somerset House, for when the receipts for the duty claimed were produced to the office, it was discovered that the amounts paid had never been carried to account. In another case an action was instituted for the amount claimed, which the executors decided to defend, but when the case was put down for hearing, the officials abandoned it, and at present demur to paying the costs. There appears to be very good ground for strict inquiry here. If a sum of money can be paid into a public office, and the amount remain without being entered on the books for twenty years, as stated in the letter of "A Templar," in the *Times* of Thursday, the idea occurs that a very wide opening for the committing of fraud on the revenue exists. Moreover, we cannot but reprobate so gross an abuse of power as is exhibited by persons in authority refusing to pay the costs of an action, which by abandoning, they allow themselves to be unable to support.

IN THE CASE OF *Nicholson v. The Lancashire and Yorkshire Railway Company*, tried on Saturday last, at the Manchester assizes, damages to the amount of £3,000 were given against the company. It was remarked at the time that the jury gave the plaintiff £1,000 more than he asked for, and the legality of so doing was challenged. On a subsequent day, Mr. Temple, Q.C., moved to amend the declaration, with the view to increase the damages to the sum awarded. At first sight it would appear, no doubt, that such a proposition was about the most preposterous that could have been made; the plaintiff surely should know how much damage he has sustained, and one would suppose him unlikely to under-estimate it; apparently, however, Lord Chief Justice Cockburn is of a different opinion, as may be judged from the following conversation:—

The Lord Chief Justice.—The statement of the damages in the declaration is after all of the most technical nature; and some persons have thought such a statement may just as well be omitted altogether. I should be disposed to do anything I can to carry out your views and the views of the jury. If I can legally amend the declaration by increasing the damages to the amount the jury have found for, I shall be prepared to do so. I doubt, however, unless there is decided authority for it, whether it can be done. If the other side will agree to forego any question which they may be entitled to raise upon my ability to increase the damages, I would limit the increase to £300.—The Attorney-General of the county Palatine: I do not know, my lord, that I am in a position to do that. Your Lordship will give me leave to move?—His Lordship: I think you have the fullest right to do so.—The Attorney-General: And upon questions arising upon the nature of the damages?—His Lordship: Yea.—Mr. Temple: Mr. Chitty, in his notes to Archbold, expresses an opinion that your Lordship has power to amend.—His Lordship: Then be it so. I will amend the declaration by increasing the damages to £3,000, subject to leave for Mr. James to move to reduce the damages to £2,000.—Mr. Temple: I wish your Lordship to make a note that I asked for the amendment before the verdict was recorded.—His Lordship: It was after the verdict was given.—Mr. Temple: But before it was recorded, my Lord.—His Lordship said he would make a note.

WE ARE INFORMED that the citizens of Manchester, anxious to show their appreciation of the honour of their city having been erected into an assize town, have raised a "palace of justice" which is by far the best assize hall in England. It certainly appears to be most complete,

the accommodation including, besides the courts, a magnificent hall for waiting suitors and witnesses, a "charming library, fitted with little recesses in which the members of the Bar may quietly read their briefs apart from the rest of the room," consultation-rooms, dining-rooms, private apartments for the judges, and all the appurtenances of a great club. The style of the building is described as "Venetian Gothic," and the whole structure is thoroughly creditable to the public spirit of Manchester. It is worth while to bestow privileges, or what they consider such, on men of such public spirit as this, and we can only hope that this conduct on the part of the "Cottonopolitans" will bring its own reward, and that other buildings will be erected in emulation of this, so that Manchester will reap from the change just the advantage which such places need—namely, the sense that a city is something more than a collection of houses; an entity with individual character, reputation, and need of *status*.

**THE CANDIDATURE** of Mr. Coleridge, Q.C., for the representation of the city of Exeter, which we announced in our last,\* has terminated unsuccessfully. The following was the result:—

Lord Courtenay .....	1,096
Mr. Coleridge .....	1,075

Majority for Lord Courtenay... 26

THE QUEEN has granted authority to William John Potts, of Carlton House-terrace, in the county of Middlesex, and of Lincoln's-inn, barrister-at-law, to use the surname of Chatto in addition to and after that of Potts.

#### OFFENCES ON RAILWAYS.

A time when the public mind is in a state of agitation on a subject which concerns the individual safety and security of life under circumstances daily occurring, is of all the most fitting for its ventilation. Those who remember when travelling by railway began to be the most usual and convenient mode of locomotion, will scarcely have forgotten the sensation produced by the thorough change railways introduced, both as regards rapidity and ease in the accomplishment of a journey which, without their aid, might, in former times, never have been undertaken. One of the very greatest changes thus brought about has had the effect of spreading London far out into the suburbs; and we now find persons, whose daily occupation is in the very heart of town, taking their daily journey to and fro, and in fact living an hour or two of each day in a railway carriage. At any distance within twenty miles from St. Paul's, and towards all points of the compass, this numerous class have their habitations, and it is scarcely necessary to add that they are a very influential class. Around all large towns the same mode of residing a short railway journey from the centre of business more or less prevails; and if to this very numerous portion of the community we add the multitudes who daily, either for pleasure or business, take what may be called, as compared with those before mentioned, long journeys, it will be seen that offences committed in railway carriages affect a by no means small section of the population of this country.

It is not many months since a deadly assault was committed in a railway carriage on the London and North-Western Railway by a man in a most respectable position in life. This poor fellow had by intense study so weakened his brain as to produce insanity, and it was only by the united strength of two men he was prevented from taking the lives of all those who were in the carriage with him. Let any one for a moment conceive the perilous position of three persons in a second-class carriage in a train not stopping between Rugby and Camden, attacked by a maniac at a time when totally separated from their fellow-passengers and from the

guard in charge of the train. Even if they had had means of calling for assistance, they were prevented from doing so by the fact of one, a female, having swooned, and the other two being engaged with all their strength in a hand-to-hand conflict with a sanguinary madman.

The case of Mr. Briggs, who met his death in a most mysterious manner on the Fenchurch-street line, must be fresh in the memory of our readers. About the same day as we heard of this case, another of a different nature occurred on the South-Western Railway—we refer to Miss Moody, who was assaulted by a man named Naab, and who became so alarmed that she left the carriage and thereby endangered her life.

Another case is reported to have happened on Thursday last, on the railway between Bristol and Bridgwater. It appears that the Rev. J. W. Robinson, of Plymouth, left Bristol by the train which leaves that place about one o'clock. Three young men who were on the platform went into the carriage with him, and appeared to be in high spirits. He told them they seemed to be in the wrong carriage, when they became abusive, and expressed themselves in strong terms. Not long afterwards some young ladies on the platform were addressed by these young men in such terms as caused the reverend gentleman to remonstrate. They were annoyed at his remarks, and for the rest of the journey treated him with ridicule. A short time before arriving at the Western Junction, he received from one of them a blow on the head which injured him in so serious a manner that a surgeon who was in the train recommended his immediate removal to Bridgwater, and he was there taken to Hodge's Railway Hotel, and remained unconscious for nearly an hour. The names of the offenders are fortunately known, and they will, no doubt, be brought to justice. But one of the most remarkable of these railway cases, although it did not reach to the stage of an absolute assault, was, from the surrounding circumstances, extremely alarming. Mr. Thomas Beard, solicitor, who resides at Snaresbrook, on Tuesday last week, took the 9.30 train from Fenchurch-street. At Stratford all his fellow-passengers left the carriage, and as the train was again starting a man entered, and sat down at the furthest corner from Mr. Beard. The following extract from a contemporary will show what happened:—

This person was rather tall, proportionably thick-set, dressed in black, and wearing a black and white straw hat slouched over his forehead. In his right hand, close by his side, he held something about two feet in length, about the thickness of an ordinary ruler or an iron bar; it was encased in leather, and appeared to be thinner at one end than the other. Whatever the article was, its owner kept it completely behind him, and apparently his hand on it. "Isn't the train late?" he asked. "I think it is," was the reply. "What is the right time?" he asked. Mr. Beard took from his waistcoat pocket a gold lever watch, suspended by a gold chain; but at once the extreme incertitude of such an act struck him. He suddenly replaced his watch, and looked up; his companion had not risen, but was nearer by a foot, his right hand still behind him, and his eyes fixed upon the chain. Mr. Beard felt himself exceedingly uncomfortable. "Strange thing, that murder of Mr. Briggs in the railway carriage." "Yes very." "Do you think there was more than one in it, eh?" "I can't say." "Anything fresh to-day about it, eh?" This afforded what, for the instant, appeared a good opportunity, and flinging an evening paper to the stranger, Mr. Beard replied—"Look for yourself;" at the same time fully resolving to open the door of the carriage, if not to spring from it, while his interrogator opened the sheets of the journal. The man, however, took up the newspaper with his left hand, slid along the seat, his right hand being still behind his back, until he gradually faced his travelling companion, threw the paper down without looking at it, and saying, "I can't read—getting too old," placed his left arm completely across the window frame, leaning forward until his left hand was within six inches of Mr. Beard. The latter, although expecting every moment to be seized, did not shift his seat, as it was by the side next the platform, and when there he could give an alarm if prevented getting out of the

\* Sol. Jour. 781.

carriage. Remembering the recent murder on the same line, he felt getting ill, but gradually got his arm on the window frame, and when the train arrived at Low Leyton, the stranger inclining slightly backwards, he got up, twisted the handle of the door, and rushed out. He entered an adjoining compartment well occupied, from which, as the train again moved forward, he observed the wearer of the slouched hat walking hastily away as though in quest of some one. On arriving at Snaresbrook Mr. Beard made a communication of what had occurred to Mr. Wooton, the station-master, and has since done so to Mr. Superintendent Howie, K division of police, so thoroughly convinced is he that a murderous outrage was purposed, and was only not committed through his own caution and watchfulness.

Although it is not improbable that Mr. Beard's own sense of fear worked on his imagination, yet it must be allowed that his alarm was not without cause. Many suggestions have been made for the alteration of railway carriages in some way, so as to enable passengers in different compartments to communicate with each other and with the guard, and it really seems essential that railway companies should bestir themselves to render their passengers more at ease when imprisoned and isolated, as they are liable to be, during the course of even the shortest journey.

It will be observed that in all the cases we have mentioned it is more than probable that ability to communicate with the other passengers in the train, and with the guard, would have had the effect of bringing immediate assistance; and we venture to say that with such power of communication as suggested, the majority of these offences would never have occurred. Railway directors have been appealed to in vain to do something to give their passengers a chance for their lives, under such circumstances as sometimes arise; and notwithstanding the various suggestions which have been made, we hear as yet of no board of railway directors with courage sufficient to initiate so expensive a change as an alteration of all their carriages would entail upon their shareholders. If they are under the impression that they are saving the pockets of the shareholders by disregarding the safety of their passengers, they will discover their error when too late. The public are not slow in finding out on which line a journey may be taken with the least possible risk. Paterfamilias cannot afford to run the chance of being murdered on his daily journey, and will, at the first opportunity, remove to some locality where his risk of that nature may be reduced to a minimum.

In consequence of the assaults which have recently occurred, any two men when alone in a railway carriage are wont to look shy at each other, and to keep the greatest possible distance between them. Neither of them dares to take his usual nap, and, in fact, they are both as uncomfortable as they well can be under the circumstances. A sense of security would be imparted to railway travelling if assistance could be readily called in for the prevention of offences committed between passengers. And, be it remembered, we do not say that the assistance would arrive in time, or if it did, that it would prove effectual; but, that the knowledge that an alarm might at any moment be given to the guard while a train is in motion, would impress a mind meditating such an offence with the impossibility of escape.

The numerous hints given by letters to the papers have only addressed themselves to the directors of railway companies, and we need hardly say that the directors have made no sign. At length, one correspondent, apparently exaggerated, suggests legislative interference; but even if the session had not closed, such interference does not appear desirable, except as a last resort. A covert intuendo that the Board of Trade was not strong enough to do what is required has at last spurred up that very inert body to exertion, and the result is seen in a circular issued to railway companies, and which will be found inserted in another column. We think that any alteration which falls short of giving the greatest facility of communication, as well between the passengers themselves as

between the passengers individually and the guard in charge of the train, will be imperfect. Nothing less than this will afford travellers a perfect sense of security during the journey, and, therefore, nothing less than this will supply the requirements of modern travelling. Communication by means of a cord between the several carriages of a train has not proved practical useful, and often the cord may be seen fastened at one end to a handle, or some other fixed part of a carriage, so as to preclude the possibility of its being used. It will probably be some months before we hear of any result arising from the circular issued by the Board of Trade, and perhaps during those months, if no more serious offences are reported, the sensation recently aroused may appear to be set at rest. Sooner or later, however, we shall hear again of persons suffering for want of the protection they are entitled to at the hands of railway companies, and public opinion will not be satisfied until the obvious remedy is applied by the companies, either of their own motion, or under pressure of the Legislature.

## REAL PROPERTY LAW.

### DEFINITION OF THE PARCELS.

*Martyr v. Lawrence*, L.J., 12 W. R. 1043.

The term "parcels," in its broadest sense, includes all contained in a conveyance, lease, or other instrument passing land, between the words of grant and the "all the estate" clause. In some cases there occur in this part of a deed reservations or exceptions of rights, and expression of powers to be enjoyed by the grantor or grantee, all of which may be plainly distinguished from the parcels in their narrower and geographical sense. Statements also of devolution of title, which are occasionally mixed up with the geographical parcels, instead of occurring in their usual place, as recitals, do not cause difficulty when they are direct and independent statements in the form, "which said hereditaments were by an indenture, &c." But besides such titular definition of the parcels (in their narrower sense of land), expressions are sometimes used of a mixed character, attempting to define the parcels by causing the geographical description to be dependent on extrinsic matters of title or enjoyment. A form from which this confusion commonly arises is the addition of the qualification, "as the same hereditaments," descended or were devised, or were conveyed, as the case may be. The conveyancer becomes at a loss to determine whether such qualification is merely geographical, or refers to circumstances affecting the grantee's estate in the land which is the subject-matter. The addition ordinarily made to the mere description of the land by its name, quality, and boundaries, is that the land was formerly in the occupation of A. B., and is now, or was lately, in the occupation of C. D. Such an addition thus made substantively, and as a distinct proposition, is available to determine the land parcels, in case their description by name, quantity, and boundaries be open to question; while, if there be no such question, the addition can do no harm, even although erroneous: *Doe v. Galloway*, 5 B. & Ad. 43. The same is true as to additions of parish or place, when they are used by way of demonstration and not of qualification: *Downties' case*, 3 Co. 9 b.

In the principal case, the addition of the occupation of the demised premises being made in the qualifying form, "as the same were late in the occupation" of a particular person, caused so much difficulty as to divide the Lords Justices in opinion. The appeal to them, therefore, brought no decision of the doubt of construction. The case is noticeable rather by way of caution to the practitioner against what might otherwise appear to be a trivial departure from the common form. The facts of the case were peculiar; but the question of the construction of the particular words of reference to occupation involved, in the apprehension of Lord Justice Turner, very serious consequences. The construction

that they modified the parcels, as contended by the defendant, would, the Lord Justice was of opinion, probably lead to importing into a vast number of deeds and instruments qualifications which the parties to them had never had in their contemplation.

It appeared that in November, 1849, the owner of a cottage, and also of a shop built out in front of it, at the foot of Mount Sion-hill, Tunbridge Wells, agreed with Corke, lessee of the shop for twenty-one years from September, 1846, to let to him for a term which would expire with the other term, a strip of ground at the back of the shop, for the purpose of the shop being enlarged. In consideration of this enlargement, Corke agreed that the landlord might have the exclusive use, during the lease, of the external parts of the lead flat of the roof of the shop and intended new building, and make a lawn or flower-garden thereon, or put the flat to any other use that might not be to the lessee's damage, or make the premises unsafe. To give access to the flat, a window of the cottage opened upon it. The landlord, in May, 1853, let the cottage to Heather for fourteen years, determinable at the expiration of seven, with the right to walk and sit on the lead flat; and Heather covenanted not to use it for any other purpose, or to put anything on it by which it would be injured or rendered unsafe, and not to act to the annoyance of Corke. Among the fixtures included in this lease was the lead flat. Heather's lease determined in 1860, and the cottage was let to, and occupied by, Fowler, from September, 1860, to January, 1862. He appears to have had the enjoyment of the lead flat in the same manner as Heather. In December, 1863, the landlord agreed to let the cottage, which had been unoccupied in the interval, to the defendant, as it was lately held by Fowler, with the right to use the lead flat, and to erect on it any light building for the purpose of photography. Meanwhile, in October, 1861, when the cottage was in Fowler's occupation, Corke's lease had determined, according to a proviso in it, by his bankruptcy, and the landlord, by an indenture of December, 1861, had let the shop to the plaintiff and another (who afterwards assigned to the plaintiff) for twenty-one years, by the description of "all that shop, situate at the foot of Mount Sion-hill, Tunbridge Wells aforesaid, as the same was late in the occupation of Henry Corke," and the landlord covenanted to keep in repair the lead flat and iron fencing at the top of the shop. The defendant entered on the lead flat and commenced building there a room of wood and glass. The plaintiff's bill prayed an injunction to restrain the defendant from permitting the building to remain, or from using the flat, and from otherwise trespassing upon or interfering with it. Wood, V.C., granted the injunction.

The words in the plaintiff's lease of the shop, "as the same was late in the occupation of Henry Corke," would, in the case of an ordinary lease, where the demised property was accurately described, and was not subject to any easement, have been innocent surplusage in identification of the premises. But, Corke having occupied subject to the landlord's easement of using the roof, the words were open to the mischievous meaning of referring to this circumstance of Corke's occupation. Even if the words were words of identification, the defendant had the authority of *Pyer v. Carter*, Exch., 5 W. R. 371, for maintaining that, as the easement was apparent, the plaintiff's lease was subject to it; but, as our readers will recollect, in *Suffield v. Brown*, 12 W. R. 356, the Lord Chancellor, dissenting from *Pyer v. Carter*, did not admit that, because a vendor's easement over his grantee's purchase might be found out by inquiry, the purchaser was bound by the easement. "The previous question," said the Lord Chancellor, "was, whether the purchaser was under any obligation to make inquiry, or were affected by the result of it, which, having regard to his contract and conveyance, he certainly was not." *Suffield v. Brown* itself was the case of a non-apparent easement, the projection of bowsprits across an adjoining wharf; in *Pyer v. Carter* the easement was a drain,

not strictly apparent, but ascertainable by inquiry. In the present case it can scarcely be supposed that the easement was not actually apparent, since the window of the cottage opened out on the flat; but, as the Lord Chancellor did not admit that the purchaser would be affected even by the result of his inquiries, *Suffield v. Brown* would be an authority for holding that the plaintiff was not affected by the easement, unless the words "as late in the occupation" referred, according to their true construction, to the circumstances of the lessee's estate in the shop when Corke held it.

There were not wanting authorities for taking into consideration generally the circumstances at the time of the demise. Thus, a demise of parts of a house in London, described as one room and a cellar thereunder, and a vault contiguous, &c., "together with a piece of ground on the north side," particularly describing it, the whole being described to have been late in the occupation of A., was held not to include a cellar, then in the occupation of B., under the piece of ground. On the question whether the Court was bound by the terms of that lease to hold that it carried the piece of land *sive ad inferos*, Ashurst, J., thought it might be necessary to put a different construction on leases made in populous cities from that on those made in the country; that, considering the nature of the property, it was proper to let in evidence to show the state and condition of it at the time when the lease was granted. Buller, J., stated the rule, that the question, whether parcel or not of the thing demised, was always matter of evidence: *Doe v. Burt*, 1 T. R. 701. So in *Kerslake v. White*, 2 Stark. 508, a room, shown to have been formerly in communication and occupation with the demised messuage, but to have been for some years boarded off by a wooden partition, was held not to have passed by a demise of the messuage "with all the rooms and chambers." Lord Tenterden said that it sometimes happened that a room of one house extended over part of a room belonging to another house; but this house had been occupied as a separate house for many years.

The rule, then, being that, whether parcel or not of the thing demised, is matter of evidence, the question in the present case was, whether the words "as the same were late in the occupation" were proper to let in such evidence. Were it customary, or not unusual for the owners of houses to enjoy gardens, or to have power to build over the lead flats of shops or buildings in front of the houses, the cases just cited might have governed the principal case. The Lord Justice Turner considered that those cases went so far as to establish that, in determining the effect to be given to deeds and instruments, regard was to be had to the state of the property affected by them at the time when those deeds and instruments were executed. But *Doe v. Burt* and *Kerslake v. White* decided nothing as to the consequences resulting from that principle. What such consequences might be, must depend upon the circumstances of each particular case, in which those cases widely differed from the present case. The words in question here were proper, if not necessary, for the identification of the property, and it was, the Lord Justice thought, going too far to say that the words ought not to be taken to have been inserted for the purpose of identification, because, upon an examination of the other parts of the lease, the identity would be established. The impression of Knight Bruce, L.J., was otherwise; on the words in question, the language of the agreement of November, 1849, and the facts, he respectfully differed both from the learned Vice-Chancellor, and the learned Lord Justice.

JUDGMENT, &c., LAW AMENDMENT ACT, 27 & 28 VICT. C. 112.

(By JAMES PARK, Esq., of the Registry Office, Common Pleas.)

I would call the attention of the profession to the important alteration, effected by this Act, in the law of judgments as they affect real property.

Section 1 enacts that no future judgments shall affect

any land until such land shall have been actually delivered in execution.

Section 3 provides that every execution under which any land shall have been so delivered, shall be registered in the Common Pleas in the name of the debtor. (It is presumed that in such case the creditor should register his writ of execution forthwith.)

Section 4 further provides that any creditor to whom any land shall have been actually delivered, and whose execution shall have been duly registered, shall be entitled forthwith to obtain from the Court of Chancery, upon petition in a summary way, an order for the sale of his debtor's interest in such land.

Purchasers, with or without notice, will not, therefore, be bound by any future judgments till the creditor is in possession. Of this fact, and of the intention of the creditor to apply for an order for sale, due notoriety will be given by registration; and all persons claiming any interest in such land, as well as purchasers, may inform themselves, by inspecting the register, of the intention of the creditor to apply to the Court for an order for sale, and they will be entitled to the proceeds according to their respective priorities. A creditor, after having complied with the requirements of the Act, may, without waiting for the expiration of the year prescribed by 1 & 2 Vict. c. 110, s. 13, petition the Court forthwith for an order for sale.

It may be inferred that a judgment creditor will not take any priority as to his debtor's land until the land has been actually delivered in execution. Hereafter creditors must not rely on their judgments as affording them any security, or giving them any preference, until they are in possession of their debtor's land.

It is important for purchasers to remember that the new Act has not a retrospective operation; therefore, the search must continue to be made for judgments already registered, until they shall be satisfied or become inoperative by the effluxion of time from want of re-registration.

The Act seems to contemplate, in all cases, delivery of the land in execution. Are advowsons, remainders, equities of redemption, and such other interests as, among others, were affected by the 13th section of the 1 & 2 Vict., and could not be extended by legal process, touched by this Act?—in other words, is the section, in effect, wholly repealed? This may be a nice question for the consideration of the Courts hereafter. Should such have been the intention of the Legislature, it would have been more satisfactory if the clause had been repealed in direct terms. If the creditor has still a lien on such interests as cannot be taken in legal execution, he must register under the 1 & 2 Vict. c. 110.

Should this be the view ultimately taken by the Courts, it will follow that this last piece of legislation, like so many of its predecessors, will but have increased the burdens of intending vendors and purchasers of land.

## REVIEW

*A Manual of the Times of Procedure in Chancery; embracing, chiefly, the provisions of the General Rules and Orders of the Court.* By THOMAS BRAITHWAITE, of the Record and Writ Clerks' Office. London: Cox. 1864.

This is an unpretending, but very useful, little work, affording the fullest information on that subject, so full of pitfalls for practitioners in Chancery.—*TIME.*

It is utterly impossible for any human memory to charge itself with the details of the rules and orders on this subject; to know, even approximately, when the Court allows twenty-eight days for taking any contemplated step, when fourteen, when seven; to remember in what classes of proceeding time runs during the vacations, in what cases he then stands still, &c., &c.; and yet an error in any of these particulars involves a special application to the Court, with a certainty of having to pay costs as for an indulgence, and a great probability, in many instances, and before certain judges, of being peremptorily refused leave to amend

the fault. The due use of the work now before us will effectively guard the practitioner against this danger, and that use is of the easiest and simplest nature, not requiring or presupposing any greater knowledge of the subject than is necessary to enable the inquirer to "look out in a dictionary."

The work is, in fact, a dictionary; that is to say, the information required is to be found by looking out for the principal word in the statement of the particular case; which principal words are arranged lexicographically, with a copious and well-digested system of cross-references. For instance, let us suppose that, a defendant having neglected to appear, the plaintiff's solicitor desires to know how soon and in what manner he may take the bill *pro confesso* against him: he turns to "*Pro confesso*" in the Manual (p. 113), and finds that to obtain the preliminary order he must first enter an appearance for the defendant, and then give *four weeks'* notice of motion. He now turns to "*Appearance*" (p. 17), and finds that in an ordinary case he has *three weeks* to enter such appearance; and if his case be one of those specially provided for by order, he is referred to the particular order governing it. And so in any other case which may be put. We may add that the author has availed himself of the assistance of his printers to give, by a peculiar intermixture of various type, such a prominence to the catchwords and answers in each case as will materially assist the practitioner as well in finding out what he wants as in readily distinguishing the particular information desired.

On the whole, we can safely and cordially recommend this work to the notice of the profession—at least of that branch thereof, whether counsel or solicitors, who are engaged in practice in the High Court of Chancery.

## COURTS.

### COURT OF CHANCERY.

(Before the LORD CHANCELLOR.)

July 30.—*In bankruptcy.*—*Ez parte Smith—Re Smith.*—The question in this case is, whether in the estimate of the majority in number, representing three-fourths in value, of the creditors, whose assent is necessary to make a deed valid under the 19th section of the Bankruptcy Act, 1861, creditors who are partially or fully secured are to be taken into account for the whole amount of their debts; or whether, in the former case, the secured creditor is to be estimated only for the balance of his security, and in the latter case not at all.

The case has been standing for judgment, and to-day

The LORD CHANCELLOR said he felt bound to come to the conclusion that the deed was bad, not on the ground that the value of the secured creditors' securities must be deducted from their debts (although he was of opinion that it should), but on the other ground, that a creditor must be still reckoned among the creditors for the purpose of obtaining the statutory majority in point of number, although in point of value that creditor's debt might by reason of the amount of his security be reduced to nothing. All the doubts which had arisen upon this subject were referable to a single *dictum* of a learned judge (Lord Justice Knight Bruce *In re Shettle*), whose judgment was not the same in all respects in the different reports of it. His Lordship intimated that he should give his judgment in writing as soon as his engagements permitted, but he thought it right to state at once what his opinion was on the main points, as at present advised.

—*Ez parte Jones—Re M' Turk.*—The question raised in this case was, whether in a case where an adjudication has been followed by the registration of a trust deed, the Court can order the petitioning creditors' costs to be paid by the trustees.

The LORD CHANCELLOR was of opinion that there was an omission in the Act of Parliament, and that the Court had no jurisdiction to order the costs to be paid by the trustees, and he also ordered the trustees to pay the costs of the present application.

—*Ez parte Morrison—Re Clunn.*—This was an appeal from a decision of Mr. Commissioner Fane, refusing leave to the appellants, judgment creditors of the debtor Clunn, to issue process against him. Clunn had given a guarantee signed by himself, on behalf of his firm. Upon proceedings being taken to enforce the guarantee, Clunn's partners alleged that he had improperly used their names, and ultimately the action was stayed, upon Clunn paying the costs and giving further security in the shape of two bills of exchange for £116 each, which fell due respectively on the 27th of January, 1863, and the 25th of January, 1864. Upon the 18th of December, 1863, Clunn

executed a deed assigning all his estate and effects to trustees, who were his father, son, and brother, being his late partners. The debts of these assenting relatives amounted to £10,000, and the assets were entirely problematical.

Mr. Sargeant, for the appellant, urged that the deed was in reality a mere sham.

Mr. Giffard and Mr. Bayley, for the debtor, said that he might have been made a bankrupt, and have obtained his order of discharge, and, therefore, he ought not to be punished more severely for having executed a deed of assignment.

The LORD CHANCELLOR said this was a fraudulent attempt to accomplish the release of the debtor by the assistance of the Act of Parliament. He wished it to be understood that, whenever a similar fraudulent attempt to abuse the privileges of the Act of Parliament was brought before him, he should not be slow in applying the remedy. It must be recollected that the man could only have made himself a bankrupt openly and without fraud—that is, without falsehood—and without attempting to pervert the sections of the Act, given for one purpose, to another and a different purpose. He was sorry the commissioner had made the order, and he was sorry he could not give the applicant immunity for his expenses. The order must be reversed and the deposit returned.

(Before the LORDS JUSTICES).

Aug. 3.—*In re No. 3 Midland Counties Benefit Building Society.*—This was an appeal from a decision of the Master of the Rolls, by which his Honour had decided that the society must be wound up in the County Court and not in Chancery. The petition was presented under the Companies Act, 1862 (35 & 36 Vict. c. 87). The society was certified by Mr. Tidd Pratt, but it was not registered under the Provident Societies Act of 1852 (15 & 16 Vict. c. 31), nor under the Act of 1862, the 17th section of which provides that societies "registered under this Act" are to be wound up in the County Court. The Master of the Rolls was of opinion that the Court of Chancery had no jurisdiction to make such an order and dismissed the petition.

Mr. Springall Thompson and Mr. Stevenson appeared in the case.

Their LORDSHIPS reversed the order of his Honour, and directed the petition to be restored.

#### COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

July 27.—*In re Yallop, as attorney.*—This was an examination meeting. Debts £641; assets doubtful.

A proof was presented on behalf of a person named Gilbert for £35 upon a bill of exchange accepted by the bankrupt.

In answer to the Court, the bankrupt denied his liability, upon the ground that he had entrusted the bill to a person named Hunnion to get discounted. Hunnion obtained £1 from Gilbert upon the bill; but upon inquiry Gilbert declined to make any further advance, and held the bill as security for the £1 given to Hunnion, who was not forthcoming.

His Honour declined to admit the proof, and, in the absence of opposition, passed the examination, but directed the question of discharge to stand over.

July 29.—*In re W. F. Windham.*—This case was again upon the paper for examination. The bankrupt, Mr. William Frederick Windham, was described as a coach proprietor, &c.

Mr. Lawrence, for the assignees, said that no accounts had yet been filed by the bankrupt, and it was proposed, therefore, that the further hearing should stand over until the return of Mr. Commissioner Fane from his vacation. The assignees desired that the bankrupt should be kept before the Court, otherwise, perhaps, an adjournment *sine die* would have been the proper form of order.

Mr. Chidley, for creditors, concurred in the application.

A day was then appointed for the adjourned hearing.

It is stated that the bankrupt's accounts are in course of preparation by Messrs. Johnstone & Co. The debts and liabilities may be stated in round figures at £10,000, with assets of considerable value.

#### COURT OF ADMIRALTY.

(Before Dr. LUSHINGTON.)

Aug. 2.—*Regina del Mare.*—In this cause, which was one of damage, Dr. Wambeck moved the Court on the 26th of July for leave for the underwriters of the ship to come in and defend. Mr. Vernon Lushington, for the plaintiffs, opposed the application, it being contrary to the practice of the Court of Admiralty to allow underwriters to appear and defend. Dr.

Lushington then said, "It is true underwriters were not formerly allowed to come in, but I have made up my mind not to shut out any person having a real interest in the result of the suit. I will read the affidavits and decide."

His Lordship now said that he had read the affidavits, which satisfied him that the underwriters had a real interest. They would, therefore, be admitted to defend on giving security for costs.

#### COURT OF ARCHES.

(Before Dr. LUSHINGTON, Dean of Arches.)

Aug. 2.—*Fry and Graetz v. Trevoire.*—*Important Church-rate Case.*—Dr. Deane, on a previous day, protested against the continuance of the suit, on the ground that the proceedings were irregular, and that the Court had no jurisdiction. The plaintiffs were the churchwardens of Cheddon, Somersetshire, and on the 6th of February letters of request were issued from the diocesan court of Bath and Wells, authorising the Court of Arches to hear the case, involving the payment of a church-rate. Subsequently Mr. Fry withdrew from the suit, only one churchwarden being left to continue it. The point for the Court to decide was, whether one churchwarden could proceed in a case originally instituted by the two, when one had peremptorily refused to proceed further, and had taken the proper legal means of doing so by withholding the proofs which the Court required in every case.

The Queen's Advocate defended the course which had been adopted.

Dr. LUSHINGTON, in delivering judgment, said the questions he had to decide was, whether one churchwarden, there being two, could go on with a suit, or whether there was any power to compel the co-churchwarden to proceed against his will. After strict inquiry he found no cases that bore upon the issues now raised. The cases which were cited by the learned counsel at the hearing were inapplicable. It had been urged that churchwardens were a corporation, but he could not find any definition of the term; and he held that it was altogether too vague to define the duties which were imposed upon them. He was of opinion that one churchwarden, under the circumstances, could not proceed. It might be competent to a court of common law to compel the recusant churchwarden to join, but he did not understand that he possessed that power. He must declare for the protest. These were very painful cases, and he regretted extremely that the law was not altered to meet the constant charges with regard to church-rates.

The suit was thus quashed.

#### CLERKENWELL COUNTY COURT.

(Before Mr. Serjt. JONES and a Jury.)

Aug. 2.—*Barton v. Miller.*—This was an action to recover £10 19s., plaintiff being a publican, keeping the Green Man Inn at Muswell-hill, and defendant a gentleman of considerable property, who had resided in the neighbourhood, the point at issue being the right of defendant's footman or butler to pledge his credit.

Mr. Hammond, for the plaintiff, said the defendant had in his service, while he was living at Muswell-hill, a footman or butler, and he used to order in almost daily bottled ale and stout, for which the present claim was made. It would be proved that the ale reached defendant's table.

John Cook said he had been an out-door servant in defendant's employ, but he sometimes waited at table, and had seen plaintiff's beer consumed. The ladies drank the bottled ale. Whitley, the butler or footman, had control over the other servants. He paid the wages and the tradesmen's accounts. Witness was driving defendant to the station one day before Whitley left, and he informed defendant of plaintiff's account.

Cross-examined: Whitley paid me my wages. He sold beer in the kitchen. I paid him for some. It was not bottled beer. I and Whitley were bad friends.

Plaintiff said that all the goods went to the house. The account began in November, 1863, and ended May 9, 1864. The first account was sent in February, and after that the accounts were delivered weekly. A bill was posted to Miller. Plaintiff produced his books, and made out an account, after he had an interview with defendant, whose solicitors offered half the amount, such offer being quite without prejudice.

Cross-examined.—Whitley ordered the goods. None were ever consumed over the counter. Once a screw of tobacco was sent to the house, but it was charged as porter in the bill, because it would not have looked well the other way. Pipes were sent up to the house. Draught beer in cans was taken to the house. Defendant told me that he had laid in a very large stock when he took the house. After he left, a great

many of the tradesmen were inquiring for him. I wrote to the defendant before Whately left.

Jessie Pinnie, lady's maid, said she put the letter on defendant's dressing table, he being in the room, before Whately left.

Mr. Grady, for the defendant, urged that he should not be held liable for the acts of a dishonest servant, such as Whately, and that it would be a most dangerous proposition to affirm that a butler or footman was to be allowed to pledge his master's credit at a public-house for such a score as this. Upon the law of agency the learned counsel referred to the case of *Hiscock v. Greenwood*, 4 *Espinasse*; and *Pole v. Leask*, 33 L.J. Ch. 1537.

Defendant said that Whately was a footman in livery. He had no authority to give orders to the tradesmen in the neighbourhood. He decamped on May 14. Witness, when he took the house, sent in fifty dozen of bottled beer, and fifteen or sixteen casks of draught, besides a large stock of wine. After Whately had run away, witness found all plaintiff's accounts in the pantry. Plaintiff had many opportunities for speaking to witness. Witness did not smoke, and never authorised plaintiff to supply pipes or tobacco.

Cross-examined.—When Cook mentioned the matter, witness said plaintiff himself ought to see about it.

Re-examined.—I checked the bills every week.

His Honour, in summing up to the jury, said that there was no foundation for this claim. The question for the jury was, whether Whately had authority from the defendant to pledge his credit. If the plaintiff succeeded in his proposition, no gentleman or housekeeper would be safe. The plaintiff should have made proper inquiries, and it was not because he was a poorer man than the defendant that he should recover in this case.

The Jury, after a short deliberation, found for the plaintiff.

His Honour immediately granted a new trial, on the ground that the verdict was against all principles of law.

#### HOME CIRCUIT.

##### MAIDSTONE.

(Before Mr. Justice WILLES.)

July 28.—A respectable-looking man, described as a nurseryman and seedsman, was indicted for feloniously forging an acceptance of a bill of exchange for £32 11s. 8d., with intent to defraud. In a second count he was charged with feloniously uttering the bill, knowing it to be forged.

Mr. Barrow was for the prosecution; Mr. F. Russell was for the defence.

The prisoner was in business at Maidstone, and in July last year he arranged with the manager of the London and Southwark Discount Company to allow him to open a discount business with them, in order to get small bills given by customers discounted. He got one George Beard, his foreman, to write his acceptance on a bill drawn by himself at three months for £32 11s. 8d., and directed to "Mr. George Beard," without any address. He then filled in the address, "Rottingdean, near Brighton," so that it would appear as if the George Beard who accepted lived there, and made the bill payable at Jones Loyd & Co., Lothbury, London. This was the bill in question; and it was then taken to the discount company by the prisoner, who said he was "good for the amount," and the manager agreed to discount at thirteen per cent. Afterwards the prisoner's servant, George Beard, was sent for the money, and got a cheque for the amount, less discount—the discount company not knowing who he was, and still less knowing that the writing of the acceptance was his. There is a Mr. Charles Beard, and his nephew, a youth, George Humphrey Beard, who live at Rottingdean, but neither did they know the prisoner, nor did either of them answer the description of a seedsman.

George Beard, the servant, was called, and stated that there was no address to the bill at the time he put his acceptance to it. He had lived near Brighton, and had accepted bills for a Mr. Fairbairn, of Clapham, in whose service he had lived, and who had formerly lived at Rottingdean. He had not led the prisoner to suppose that these bills were addressed to him at Rottingdean. They were addressed to him, he said, "either at Clapham or London," and they were accommodation bills. On the present occasion he had written the acceptance in the prisoner's shop, and in a hurry, and he admitted that he never read the bill.

Mr. F. Russell submitted that there was not a sufficient case to convict.

Mr. Justice WILLES said that beyond all doubt it was a most improper transaction, but in the absence of any evidence that the prisoner made any representation as to who the acceptor really was, it was not a fit case for a conviction. If there had been such representation it would have been different. In *Blenkinsopp's case* (1 Denison's Crown Cases, 282), decided by the judges in 1847, it was held that the putting an address to the drawer's name while the bill was in course of completion, with intent to make the acceptance appear to be that of a different existing person, was forgery. But the present case differed from that in the absence of any evidence of a representation that there was a different existing person of the same name (i.e. George Beard), and, on the contrary, it had been proved that there was not such a person at Rottingdean.

The prisoner was *acquitted* on the direction of the learned judge; but was placed at the bar on another indictment in a similar case. In this case the prisoner went to one Wood, a bill discounter, and stated that he had business transactions with a "Mr. Beard, seedsman, of Rottingdean, and asked him whether, if he could get an acceptance of this Mr. Beard, he would discount it. Wood made inquiries, and then discounted (at 30 per cent.) a bill which was accepted by George Beard.

In this case it appeared that George Beard, the prisoner's foreman, had only written the acceptance on a blank bill stamp which the prisoner afterwards filled in.

Mr. Russell submitted that there was no case for the jury. The charge was forging and uttering a forged acceptance. In the case cited the decision was that the address must be that of a "different existing person."

Mr. Justice WILLES said that was not the ground of the decision, and that it was too plain for argument that if a person added an address to a bill, so as to make it appear that the acceptance, though really written by a person of the same name, was that of a different person—whether such person existed or not—he was guilty of forgery. Here the bill was so altered as to make it appear that George Beard, the acceptor, was a seedsman, whereas he was a servant.

Mr. Russell pointed out that the indictment was for forging the acceptance, not the bill, and the acceptance was not altered.

Mr. Justice WILLES answered that this did not matter, for in point of law there was no acceptance until the bill was drawn. It was therefore really the effect of the acceptance which was altered, and that was a forgery.

It appeared, however, that the body of the bill, including the address, was all in the prisoner's handwriting, and appeared to be so and was understood to be so, and

Mr. Russell urged that it could not be forgery to alter what purported to be his own writing, and he cited *Webb's case*, in Russell and Ryan's Crown Cases, and cited in the work of Mr. Justice Byles on Bills, where the majority of the judges decided that the adopting a false description and addition where a false name was not assumed and where there was no person answering the description or addition, was not a forgery; and he drew a distinction between this and the well-known case in the House of Lords in the last century, in which it was held that it was a forgery to sign what purported to be the signature of another person, existing or non-existing. For here, as in *Webb's case* the alteration was not in what purported to be the writing of another person, but what purported to be his own writing.

Mr. Justice WILLES, however, said that the question for the jury was whether the bill was passed off to Wood as that of a seedsman and customer, instead of what it really was, that of a mere servant. His Lordship refused to reserve the point, and the jury found the prisoner *GUILTY*.

The learned JUDGE sentenced him to four years' penal servitude.

At Guildford Assizes, Mr. Baron Martin announced on Wednesday last that he had received information of an improvement in Mr. Justice Williams's health.

#### MIDLAND CIRCUIT.

(Before Mr. Justice BLACKBURN.)

Aug. 2.—*Lister v. Beckett*.—The plaintiff had entrusted to a solicitor a sum of £200 to invest for her, and now brought her action to recover the amount.

Mr. Macaulay, Q.C., and Mr. P. Thompson, were for the plaintiff; Mr. Sykes for the defendant.

The defendant was the executor of the solicitor, who had been also trusted for the plaintiff's father. On the settlement of the affairs of the trust, the plaintiff had permitted the solicitor to retain the sum of £400, part of the trust moneys, for the purpose of investment. Of this sum, £200, the sum sought to

be recovered in this action, had neither been invested nor paid to the plaintiff.

After these facts had been proved, the defendant submitted to a verdict for the plaintiff for the amount claimed, and interest.

Great preparations are being made at Leeds for the entry of the judges. Attention appears to have been chiefly concentrated upon the opening of the commission. It is understood that the *Nisi Prius* Court, in which the ceremony will take place, will be filled with spectators. The judges are expected to reach Leeds at a quarter past five this afternoon.

## GENERAL CORRESPONDENCE.

### SHORT-HAND NOTES.

Sir.—As the columns of your Journal are open to the discussion of all matters pertaining to the administration of justice, I crave your indulgence to enable me to call attention to what is obviously an inconsistency. I allude to the fact that, whilst some of the common law masters (whom I could name if it were thought desirable) raise no objection to shorthand writers taking notes of proceedings before them, others absolutely refuse to permit this, though counsel and solicitors desire it. Perhaps the attention of the legal profession and the public being called to this subject, may lead the inauguration of a course of procedure before the masters which shall, at least, have the advantage of uniformity.

A SHORTHAND WRITER.

### MANORIAL RIGHTS.

Sir.—In answer to the letter of your correspondent "Enquirer," which appeared in the *Solicitors' Journal* of 16th July last, I beg to say that this question was submitted to counsel for his opinion a little time since, and he thought that the right of shooting, and other like privileges, could not be lost by the non-exercise of them, as suggested by your correspondent.

ALPHA.

Aug. 1.

### CODRINGTON v. CODRINGTON AND ANOTHER.

Sir.—Permit me to draw your attention to the remarks of the Judge-Ordinary and the Queen's Advocate, as reported in this day's *Times*, with reference to the postponement of the further hearing of this important cause. To all parties interested, delay, fraught with inconvenience and expense, is yet rendered absolutely necessary by the imperfect state of our existing law of evidence, which—for what reason it is difficult to say—prohibits positively the examination of parties accused of crime, how much soever they may themselves desire to be placed in the witness-box. More than sixty years have now elapsed since the late Sir Samuel Romilly, in the course of the first speech he ever delivered in the House of Commons, adverted to, and inveighed against, this crying evil. Jeremy Bentham followed Romilly, and Lord Brougham Bentham, as our best modern jurists have, with scarce an exception, followed Brougham in denouncing it, and reprobating, as they have but too much cause to do, the mischief which it ever and anon occasions. Thus far unsuccessfully; *sed post nubila Phoebus!*

You, sir, will recollect that when Sidney Smith urged the abolition of a very gross and dangerous abuse in our railway system, he suggested—and Sidney knew the world—that the amelioration he had in view might be accelerated, could it be shown that a bishop had been victimised; adding, good-humouredly, and suggestively, "The smashing of the Bishop of Sodor and Man would be better than nothing, and a step, although a short one, in the right direction. That the Rev. Mr. Hatch and Miss Eugenia Plummer should have been successively convicted and simultaneously incarcerated in respect of charges of which it was impossible that both could be guilty, while it is highly probable that both were innocent—that I should have been sentenced to eight months' confinement in the Queen's Prison for doing that which, if I had hesitated to do, though but for one instant, I should have deserved the reprobation of my own conscience, and the contempt of all good and honest men—or even that the regular and systematic annual ruin of very many, and, possibly, the judicial murder of not a few English men and women of society—for Sir George Grey tells us that what he politely denominates "the miscarriages of justice," are, now-a-days "unfortunately

not rare;"—that these things, I say, sir, should occur to us, may be, indeed, a matter of very little consequence. We proletarians, and mere *toiles*, could but bear on still for, say, another generation, as we have borne hitherto—with a patient shrug; but now that a vice-admiral and a vice-admiral's lady are in the toils, the right hon. the Judge-Ordinary rushes to the rescue, and speaks out.

Still, it is said that "the present system is of very great antiquity"—not a doubt of it. True, it also is said, that when habitual practice is of long standing, and is also either laudable, innocuous, indifferent, or even not very mischievous, "*mos pro lege*," or "*such is the custom of Branksome Hall*," may, not unreasonably, be cited in support of its continuance; but is this, Mr. Editor, or, rather, ought this to be, equally the case where an abuse works evil daily, ruin often, and death not unfrequently? The sage Setoe, when defending the cruel Oriental custom which we call "*suttee*," remarked—"Il y a plus de mille ans que les femmes sont en possession de se brûler. Qui de nous osera changer une Loi qui le tems a conservé? Y a-t-il rien de plus respectable qu'un ancien abus?" "*La raison est plus ancienne*," replied the Babylonian philosopher Zadig, who, as all the world knows, eventually succeeded in modifying sutteism, which was subsequently abolished in our own day by Lord William Bentinck. Just so Lord Brougham, after many a long year's contest with the obstructives, has brought about that alteration in our civil law of evidence, which has worked so admirably during the last twelve years, that even the most cautious and timid of law reformers may venture to advocate its introduction into our criminal code.

I am, of course, aware my position in life, and status in our profession, of which I boast but an experience of eight-and-thirty years, gives me no right to set myself up as an authority. I cannot hope, nor do I desire, that any reasoning of mine should be for one moment listened to merely because I urge it; still, on the other hand, I see no undivided presumption in the hope that any argument of mine, if in itself sound and to the purpose, will not be rejected merely because I advance it. I am not, sir, I do assure you, soured or rendered captions by what I have undergone in defence of what I considered right. Why should I be so? The very utmost which the unjust operation of an evil law has inflicted on me, amounts but to this—I have exchanged the "*fussum strigatique*," of our so-called "Courts of Justice," for a life-long and unrestricted admission to, perhaps, the noblest public library in the world. In fine, I may say I have long since said cheerfully to my clients, what our old friend Martial said exultingly to his own—

"Non sum demum conscientis, nec amaris libitus spitus;  
Sed piger, et senec, Pirandusque comes."

B. BLUNDELL, F.S.A.

Library, British Museum, Aug. 2, 1864.

[We have made some remarks upon this point in our leading columns, from which it will be seen that we do not entirely coincide with Mr. Blundell's view of the existing law.—ED. & J.]

### MAJOR YELVERTON AND MISS LONGWORTH.

Sir.—The conclusion arrived at by the writer of an article in your paper of the 30th ult., respecting these parties, is, I think, very just. I do not wish to comment on the conduct of either party. In dismissing them, I will only say, with the writer of the article, that the public generally (that is, I take it, the thinking public) have no sympathy with either party. It is with the law of the case I want to deal. The impression of most parties was, that the decision of the House of Lords was final. The lady, Miss Longworth, it is said (in fact, she states it herself), has lodged a minute of reference to oath. The writer of the article alluded to, in your Journal of the 30th ult., says, "We observe, however (quæ), that the learned Lord Advocate applied to the House of Lords for permission to take this course, which was unanimously refused." And most properly; for all know what such a course would lead to. The redacting public will agree that the lady is as much to be credited as the gentleman, and the gentleman as the lady. But in what degree? The *Saturday Review* has the most sensible article on the subject. Many of your readers would wish to know whether it really is competent for this ill-judging woman still to carry this point further, and, if so, to what end; for she can never more be Mrs. Yelverton in the eye of the law, whatever she, or others, may call her.

Probably, Mr. Editor, you will give us the advantage of your opinion on this head.

A SUBSCRIBER.

Aug. 1.

[There is no doubt that "reference to oath" is a proceeding

warranted by the law of Scotland: the only question is, what is the effect of the refusal of the House of Lords to permit it? —at any rate, the course is not likely to benefit Miss Longworth, as it merely gives her a right to stake her case on the result of his cross-examination on oath, it does not permit her to give any evidence herself. The law, as we understand it, is, that either party may elect to stand or fall by what they can get out of the other.—*Ed. S. J.*

### APPOINTMENTS.

The Lord Chancellor has appointed P. R. WELCH, Esq., of the Middle Temple, barrister-at-law, to be a registrar of the Court of Bankruptcy for the Leeds district, in the room of Mr. Wilds, retired. Mr. Welch was called to the bar in 1839, and is a member of the Northern Circuit.

RALPH CHAPMAN, of Weston-super-Mare, in the county of Somerset, Gentleman, to be a perpetual commissioner for taking the acknowledgments of deeds by married women for the said county.

### PARLIAMENT AND LEGISLATION.

#### HOUSE OF LORDS.

*Thursday, July 28.*

#### POR RELIEF (METROPOLIS) BILL.

The standing orders having been suspended, this bill was read a third time, and passed.

#### HOUSE OF COMMONS.

*Thursday, July 28.*

#### INNS OF COURT.

Sir G. BOWRING gave notice that next session he should introduce, in an amended form, his bill respecting the jurisdiction of the benchers of the Inns of Court.

#### FEES OF THE PARLIAMENTARY BAR.

Mr. D. GRIFFITH stated his intention to move, next session, on the revision of standing orders, for an order to effect that the fees of the Parliamentary bar should be regulated by the same rules as prevailed in the ordinary courts of law and equity.

*Friday, July 29.*

#### THE MARRIAGE LAW.

Captain ARCHDALE asked whether the Government intended to take any steps for making the marriage law of Scotland more in accordance with the custom of civilized nations.

Lord PALMERSTON said that question was a large one, and he was not prepared to answer it off-hand.

Mr. HENNESSY would also like to ask the Government what they meant to do in regard to the marriage law of Ireland. There now stood the verdict of a jury in Ireland, which was confirmed on appeal by the High Judge, deciding that Mrs. Yelverton was the lawful wife of Major Yelverton; and yet the House of Lords had just pronounced a different decision.

Sir G. GREY said that in Ireland the question was only one of fact, and not of law—viz., whether she was authorised to pledge his credit to the plaintiff. The marriage question was quite incidental. Nobody contended that a marriage solemnised by a Roman Catholic priest between a Roman Catholic and a Protestant in Ireland was legal.

#### Pending Measures of Legislation.

#### RECORDING OF TITLES BILL (IRELAND).

(Continued from p. 791.)

#### PART V.

#### General Provisions, Procedure, Offences, Jurisdiction.

69. The recorded owner of any land, under the provisions of this Act, may authorise and appoint any person to act for him, or on his behalf, by executing a power of attorney; such power of attorney, or a duplicate or certified copy thereof, shall be filed in the Lands Titles Office, and the Recorder of Titles shall enter in the record a memorandum of the particulars therein contained, and the date and hour when it was so filed.

70. The recorded owner of any land, in respect to which a power of attorney has been executed, may, for the purpose of revoking such power, execute an instrument, and the Recorder

of Titles shall file the same in the Lands Titles Office, and enter the particulars in the record; and after such entry, shall not record any dealing with such land under the authority of such power of attorney.

71. Any recorded owner subdividing land for the purpose of selling the same in allotments as a township, may deposit with the Recorder of Titles a map of such township, provided that such map shall exhibit, distinctly delineated, all roads, streets, passages, thoroughfares, squares, or reserves, appropriated or set apart for public use; and also all allotments into which the said land may be divided, marked with distinct numbers or symbols; and every such map shall be certified as accurate by statutory declaration of such surveyor, and shall be on such scale as the Landed Estates Court may appoint.

72. Recorder may dispense with the duplicates of certificates of title and other instruments in certain cases.

73. Several declarations of title, or recording certificates, may be exchanged for a single declaration or certificate, including all the parcels of land, and vice versa.

74. In the event of the loss or destruction of any instrument evidencing recorded title to land under the provisions of this Act, the owner of such land, together with other persons, if any, having knowledge of the circumstances, may make a declaration before any of the persons hereinbefore appointed as persons before whom the execution of instruments may be proved, stating the facts of the case, the names and description of the recorded owners, and the particulars of all charges or other matters affecting the said land, to the best of declarant's knowledge and belief; and the Landed Estates Court, if satisfied as to the truth of such declaration and the bona fides of the transaction, may order the Recorder of Titles to issue to applicant a provisional declaration of title of such land, which shall contain an exact copy of the original instrument embodied in the record, and of every memorial and entry theron, and the Recorder of Titles shall enter in the record notice of the issuing of such provisional declaration and the date thereof, and such provisional declaration shall be available for all purposes and uses for which the instrument so lost or mislaid would have been available, and as valid to all intents: provided always, that the Recorder of Titles before issuing such provisional declaration shall give, by advertisement, at least fourteen days' notice of his intention so to do.

75. The Recorder of Titles shall furnish to the recorded owners or to any persons authorised by him or by order of any competent court, a certified copy of any instrument evidencing a recorded estate or interest in land under the provisions of this Act; and every such certified copy signed by him and sealed with his seal shall be received in evidence in any court of law or equity, or before any person having by law, or by consent of parties, authority to receive evidence as *prima facie* proof of all the matters contained or recited in, or indorsed on the original instrument.

76. The recorded owner, or any person authorized by him, or by any competent court, may have access to the record for the purpose of inspection, or may obtain a certificate of search under the hand and seal of the Recorder of Titles.

77. In case it shall appear to the satisfaction of the Recorder of Titles that any declaration of title or other instrument has been issued in error, or contains any misdescription of land or of boundaries, or that any entry or indorsement has been made in error on any declaration of title, or other instrument, or that any such declaration of title, instrument, entry, or indorsement has been fraudulently or wrongfully obtained, or that any such declaration or instrument is fraudulently or wrongfully retained, he may summon the person to whom such declaration or instrument is so issued, or by whom it has been so obtained or has been retained, to deliver up the same for the purpose of being cancelled or corrected, as the case may require; and in case such person shall refuse or neglect to comply with such summons, or cannot be found, the Recorder of Titles may apply to a judge of the Landed Estates Court, to issue a summons for such person to appear before such court or judge, and show cause why such declaration of title or other instrument should not be delivered up to be cancelled or corrected, as aforesaid; and if such person, when served with such summons, shall neglect or refuse to attend before such judge or court, at the time therein appointed, it shall be lawful for such judge to issue a warrant, authorizing and directing the person so summoned to be apprehended and brought before a judge of the said court for examination.

78. Court may order the delivery of the instrument to the Recorder. In case of neglect or refusal, fresh declaration or other instrument may be issued.

79. No judgment, recognizance, crown bond, or lis pendens entered up subsequent to the date on which this Act shall come into operation shall bind, charge, or affect any land under the provisions of this Act, but whenever any such land shall be seized or sold by the Sheriff under any writ, or shall be sold under any direction, decree, or order of any competent court, the Recorder of Titles, on being served with an office copy of the writ, direction, decree, or order, as the case may be, shall enter in the record, and also upon the instrument evidencing recorded title to the said land, if produced for that purpose, the date of the said writ, direction, decree, or order, and the date and hour of the production thereof; and after such entry as aforesaid, the Sheriff, or person authorized by the court, shall do such acts, and execute such instruments, as under the provisions of this Act, may be necessary to transfer or otherwise to deal with the said land: provided always, that until entry, no such writ, direction, decree, or order, shall bind any land under the provisions of this Act; nor shall any sale or transfer by the Sheriff be valid as against a purchaser or mortgagee, notwithstanding actual or constructive notice to purchaser or mortgagee; and upon production to the Recorder of Titles of sufficient evidence of the satisfaction of any writ, direction, or order, so entered as aforesaid, he shall enter in the record a memorandum to that effect, and the same shall be deemed to be satisfied accordingly.

80. Recorder not to be liable for acts done *bond fide*.

81. If any person fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement, of any declaration of title, or other instrument, or of any entry in the record, or of any erasure or alteration in any entry therein, or in any instrument or form issued by the Recorder of Titles, or fraudulently uses, or assists in fraudulently using, or is privy to the fraudulent using of any such form, or knowingly misleads or deceives any person hereinbefore authorized to demand explanation or information in respect to any land, or the title to any land, which is the subject of any dealing or transmission proposed to be recorded, such person shall be guilty of a misdemeanour, and shall incur a penalty not exceeding £500, or may, at the discretion of the Court before whom the case may be tried, be imprisoned for any period not exceeding three years, and any declaration of title, entry, erasure, or alteration so procured, or made by fraud shall be void as between all parties or privies to such fraud.

82. Forgery to be a felony; and if any person is guilty of making a false oath or declaration, concerning any matter or procedure made or done in pursuance of this Act, such person shall be deemed guilty of perjury.

83. Any person convicted of felony or perjury under this Act, shall be liable to imprisonment for four years, with hard labour or solitary confinement.

84. Conviction not to affect civil remedy.

85. Unless in any case herein otherwise expressly provided, all offences against the provisions of this Act may be prosecuted, and all penalties or sums of money imposed or declared to be due or owing by or under the provisions of the same may be sued for and recovered in the name of the Attorney-General or of the Solicitor-General.

86. This Act shall commence and take effect from and after the first day of January, 1865.

FIRST SCHEDULE.

*Acts and Parts of Acts Repealed.*

6 Anne (I), c. 2; 8 Anne (I), c. 10; 8 Geo. 1 (L), c. 15; 25 Geo. 3 (L), c. 47; 3 Geo. 4, c. 116; 9 Geo. 4, c. 57; 2 & 3 Will. 4, c. 87, ss. 1—9, and 11 & 12 Vict. c. 120; as far as they relate to the office for the registration of deeds, conveyances, and wills in Ireland.

SECOND SCHEDULE.

*Form A.—Declaration of Title.*

Record, Vol. *[here set out the nature and limitations of the estate]*, Fol.

A. B. is now the recorded owner [*here set out the nature and limitations of the estate*], subject to such charges, lesser estates, or interests as may be recorded hereon, in that parcel of land situate in the [county, city, or town] of [here set out the name of the parish] [comprising or comprised in the townland of , or being No. in street], as delineated in the Ordnance Map of Ireland, and therein named [which parcel of land is more particularly delineated and described in the [Diagram hereto, or map deposited in the Lands Titles Office], and contains [here set out area

In witness whereof I have hereunto subscribed my name and affixed my seal the day of , 18 .  
C. D., Recorder of Titles.

Signed in the presence of E. F.,  
the day of , 18 . [Seal.]

The THIRD SCHEDULE contains a table of fees.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

REPORT OF THE COUNCIL TO THE SPECIAL GENERAL MEETING HELD ON THE 2ND DAY OF AUGUST, 1864.

At the annual general meeting, held on the 8th July, 1864, the council stated to the members that the owners of a space of ground, with a frontage in Bell-yard, adjoining the society's buildings on the north side, comprising the Middlesex Registry Office and certain premises used as an auction-room, had offered that property for sale, and that the council had entered into negotiations for its purchase.

The council at the same time observed, that they were induced to entertain the proposed purchase, partly on account of the want of additional accommodation for properly conducting the several examinations, which occupy twenty entire days during the year, and so deprive the members of the use of the hall for that time; and partly in anticipation of the measure for concentrating the courts of justice being shortly carried into effect, when, it is needless to state that, the convenience of the society will call for enlarged accommodation in many respects.

Since the annual general meeting the council have settled the terms of the contract for the purchase for £7,000, which is to be completed on the 11th August next. The property is freehold, and is at present let to the Registrars of Deeds for the county of Middlesex, and to the tenant of the premises adjoining the registry office, as yearly tenants.

The council have considered that, under the circumstances, they would be wanting in duty, as well as foresight, to lose the opportunity thus presented, seeing that the acquisition of this property is of so much importance to the interests of the society.

In order to complete the purchase, it will be necessary to raise £7,000 on security of the society's hall and buildings; and the Legal and General Life Assurance Society, who are already mortgagees of the same premises to the extent of £10,000, are willing to make a further advance of £7,000.

The council, therefore, in accordance with the provisions of the 4th section of the society's charter, require the authority of this special general meeting to raise the £7,000 in the mode above proposed.

14th July, 1864.

ADMISSION OF ATTORNEYS.

Queen's Bench.

NOTICES OF ADMISSION.

*Michaelmas Term, 1864.*

(The clerks' names appear in small capitals, and the attorneys to whom assigned or assigned follow in ordinary type.)

ACKERLEY, HENRY.—William Ackery, Wigan; Charles Joseph Gratton, Gray's-inn-square.

ALLEN, CHARLES ROYLE.—Edward Allen, Manchester.

ANDREWS, CHARLES DAVIS.—James S. Gwillim, Marlborough.

ARROWITH, PETER.—Thomas Darwell, Manchester.

ARUNDELL, CECIL.—Alfred Bell, Lincoln's-Inn-Falls.

ATTER, JAMES EDWARD.—James Atter, Stamford; P. G. Skipworth, Wakefield; J. W. Taylor, Great James-street.

BAKER, ABRAHAM.—Samuel Wilkinson, Jan, Walsall.

BARNES, HERBERT.—R. Dawes, 9, Angel-court, Throgmorton-street.

BARTLEY, THOMAS HOUGHTON REDDISH.—George Stone, Liverpool.

BAYLIS, EDGAR ALEXANDER.—Alexander J. Baylis, Church-court-chambers, Old Jewry.

BEDFORD, EDWARD HENSLOWE.—Alfred Cobbold, Ipswich.

BENNETT, NORMAN.—William Bennett, Chapel-en-le-Frith.

BEST, WILLIAM.—James Balfe, Winchester.

BLOXHAM, JOHN CHARLES.—J. R. Bloxham, Birmingham.

BRADSHAW, JOHN GILBERT.—George James Johnson, Birmingham.

- BRADFORD, MILTON.—Joseph Burton, Reading.
- BULL, EDWARD.—Frederick Blake, Newport, Isle of Wight.
- BURR, ROBERT, Jun.—George Wilde, New-square, Lincoln's-inn; Francis Broderip, New-square, Lincoln's-inn.
- CAVE, WILLIAM EDWARD.—William Sharpe, 41, Bedford-row.
- CHAMBERS, ROBERT PHILLIPS.—Edward Mullins, 15, Tokenhouse-yard; Richard Paddison, 15, Tokenhouse-yard.
- CLARK, JOHN NATHANIEL.—John Clark, Cook's-court; and 32, Arundel-square.
- CLAYTON, ALBERT.—William M. Walters, New-square, Lincoln's-inn.
- CLEGG, CHARLES.—Henry William Littler, Oldham.
- COATES, JOHN GEORGE.—John Kilby, Banbury; G. D. Austen, Lawrence-lane.
- COOPER, RICHARD WILLIAM.—Thomas L. Marriott, Parliament-street.
- CRAIG, EDWARD BEECHING.—Edward G. Craig, Braintree.
- CROZIER, PHILIP AUGUSTUS.—George L. Pattison, New Bridge-street, Blackfriars.
- CRUTTWELL, FREDERICK ROBERT.—Thomas Cruttwell, Bath.
- DANIELS, THOMAS ISAACS.—Thomas Daniels, Amersham.
- DAVIES, WILLIAM.—Henry W. Hooper, Exeter.
- DEAN, ELLIS.—Arthur Weston, Brackley.
- DOLEY, JOHN.—William Howard, Colchester.
- ELLETSON, THOMAS HODGSON JOHNSON.—H. A. Gregg, Kirby Lonsdale.
- ELLIS, GEO.—John F. Stansfield, Accrington.
- FISHER, SAMUEL TIMBRELL.—Robert B. Upton, 20, Austin-friars.
- FITCH, FREDERICK GEORGE.—Arthur Digby, 1, Circus-place, Finsbury.
- FORSTER, JOSEPH, B.A.—Arthur Lucas, Darlington.
- FOWKE, JOHN COPSON.—John Smallwood, Birmingham.
- FOX, HENRY CHARLES.—John Williams Matthews, Plymouth.
- FOX, RICHARD REYNOLDS.—Henry Bush, Bristol.
- FREE, RICHARD.—John M. Green, Birmingham.
- FREEMAN, GEORGE DEANE.—Richard Marrack, Truro.
- GARDNER, BENJAMIN BAMBER.—Francis Venn, Paper-buildings, Temple.
- GEM, GEORGE STANLEY.—Messrs. Gem, Docker, & Sutton, Birmingham.
- GEPP, CHARLES BRAMSTON OSBORNE.—Messrs. Gepp & Voley, Chelmsford.
- GIBBS, THOMAS WASHBOURNE, Jun.—Thomas W. Gibbs, Bath; Edward Lawrence, Old Jewry-chambers.
- GOULDSETH, SAMUEL SALTER.—John Nicholas Bennett, Plymouth.
- GRAY, JAMES.—Joseph Hunter, Whitby.
- GROVER, WALTER.—Charles E. Grover, Hemel Hempstead.
- GRUEBER, HENRY JOSEPH.—Thomas Knowles, Coventry.
- HANDLEY, JAMES.—Richard H. Munday, Kensington-park, and 6, Essex-street, Strand.
- HARRIS, STANLEY WILLIAM.—Alfred Carr, Basinghall-street.
- HARRIS, WILLIAM BARTLETT.—John Stogdon, Exeter; E. J. H. W. Clarke, Exeter.
- HARROP, FREDERICK LEE.—Charles Leach Coward, Rotherham.
- HARVIE, EDGAR CHRISTMAS.—Harry Arthur Harvie, Bideford; James Rooker, Bideford; J. S. Kingdom, King's-arms-yard, City.
- HASWELL, EDMUND HENRY.—John Moore, Sunderland.
- HAYNES, HENRY SHEKELL.—S. W. Haynes, Warwick; Basil Field, 36, Lincoln's-inn-fields.
- HEPBURN, JAMES SMITH.—Joseph Gutteridge Hepburn, 12, Coothall-court; John Symonds Bockett, Lincoln's-inn-fields.
- HITCHINS, WILLIAM.—G. Wilcock Billing, Devonport.
- HOLCOMBE, JOSEPH FRANCIS.—William Lewis, Wilmington-square.
- HUBBARD, JOHN.—Arthur Brewin, Austin-friars.
- HUSSET, JAMES.—D. James Lee, 4, Bedford-row.
- JENNINGS, THOMAS EDWARD.—Arthur E. Finch, Gray's-inn-square.
- KILLMISTER, GEORGE RIDGWAY, Jun.—G. R. Killmister, MacClosfield; William Challinor, Leek.
- KING, JOSEPH MASKELL.—Joseph Beaumont, of Great Coggeshall, Essex, and 6, Old Jewry, London.
- KIRKCONOL, EDWARD.—James Brockbank, Cumberland.
- LAMBERT, HENRY WILLIAM.—Richard Ridehalgh, Bradford.
- LOVELL, THOMAS.—Edward Mortimer Green, Ashby-de-la-Zouch; W. E. Smith, Ashby-de-la-Zouch.
- LOWES, CHRISTOPHER JOHN.—John Christopher Pawle, 7, New-inn, Strand.
- LYNE, CHARLES.—Thomas N. Farquhar, Moorgate-street.
- MALE, NICHOLAS, Jun.—R. K. Frost, Launceston.
- MARSHALL, JOHN MITCHELL.—Thomas Martineau, Birmingham.
- MASTERS, FRANCIS HAMILTON.—Henry Hine, Liverpool; William Francis, Liverpool.
- MILBURN, TOM.—George Armstrong, Workington.
- MOORE, FRANCIS ROBERTSON.—George Moore, Warwick.
- MORGAN, FREDERICK.—John Callaway, Canterbury.
- NEAL, JAMES.—Reginald A. Parker, 41, Bedford-row, Middlesex.
- NEATE, ARTHUR EDMUND.—Hy. Ford, Exeter; F. Bigg, Southampton-buildings; C. Mallan, Staple-inn.
- NEEDHAM, FRITH.—Joseph Needham, New-inn, Strand.
- NEWBY, JOHN ROBERT.—William Richardson, York.
- NOON, GEORGE.—George W. C. Dean, 27, New Broad-street.
- NOWELL, THOMAS.—Charles Hall, Accrington.
- OGLE, HORACE MONTAGUE.—George Ogle, Great Winchester-street.
- PARKER, FRANK ROWLEY.—Reginald A. Parker, 41, Bedford-row; Henry Rogers, Stourbridge, Worcester; M. W. Peace, Wigton.
- PHILBRICK, HORACE.—F. B. Philbrick, Colchester.
- PITFIELD, THOMAS JOHN.—Thomas Rawlings, Wimborne Minster.
- PROCTOR, WILLIAM, Jun.—George Moor, Durham; Robert Stafford, Durham.
- RAWLE, THOMAS, Jun.—William Frank Blandy, Reading.
- REEP, JOHN ROBERTSON.—James Wason, Liverpool; William A. Waller, 27, King-street, Cheapside.
- RICHARDSON, HARRY.—J. R. Bloxham, Birmingham.
- RICHARDSON, ROBERT TAYLOR.—Thompson Richardson, Barnard Castle.
- RICHARDSON, WALTER.—Charles Smith, 13, Tokenhouse-yard.
- RIGBY, FRANK DIXON.—Richard W. Lovesy, 7, New-inn, Strand.
- ROBINSON, GEORGE ARTHUR.—John B. Robinson, Beverley.
- ROGERS, GEORGE ANDREW.—Henry H. Deacon, 1, Paul Bakehouse-court.
- SAYLES, LEWIS CHARLES.—Henry K. Hebb, Lincoln.
- SHEPHEARD, ALFRED JAMES.—Charles Shepheard, 24, Moorgate-street.
- SLATER, PERCEVAL LUMLEY.—William Slater, Manchester.
- SMALLPIECE, FRED. FERDINAND.—Mark Smallpiece, Guildford.
- SMITH, CHARLES.—Richard Stevens, Witham.
- SMITH, EDWARD JAMES.—George Payne, Bradford; George E. Mumford, Bradford.
- SPAULL, ALFRED CROSS.—Charles Shepheard, 24, Moorgate-street.
- STANLEY, THOMAS HOWARD.—Henry Jackson, West Bromwich.
- STIFF, JOHN THOMAS CARLETON.—Courtenay C. Prance, Evesham.
- TATHAM, LEONARD.—George Remington, Ulverston.
- TAYLOR, FRANK.—John J. Rhodes, Market Rasen.
- THOMAS, WILLIAM.—George P. Wragge, Birmingham.
- TITLEY, WALTER JOHN.—William P. Alcock, Birmingham.
- TOLHURST, ALFRED.—George M. Arnold, Gravesend.
- TOLLER, WILLIAM HENRY.—John Henry Toller, Barnstaple; Henry S. Law, Bush-lane.
- TONMLINSON, GEORGE WITHNALL.—William Tomlinson, Ashboe.
- TYRELL, EDWIN.—Henry Tyrrell, 14, Gray's-inn-square.
- WEN, FRANCIS GEORGE.—Francis Venn, Paper-buildings, Temple.
- WALKER, WILLIAM HENRY.—Edmund Boyle Church, 38, Southampton-buildings; E. F. Bigg, 38, Southampton-buildings.
- WARD, RICHARD JOHN.—John T. Tweed, Lincoln.
- WARD, WILLIAM CHARLES.—John Ward, Durham.
- WATHEN, PRICE ASHTON.—John B. Wathen, Temple-chambers; Jos. M. Yetts, Temple-chambers.
- WELMAN, JOSEPH.—Joseph Lott, 44, Parliament-street; Oatlands, near Walton-on-Thames.
- WILDING, THOMAS.—John S. W. Herring, 17, Stafford-street, Marybone.
- WILLETT, LEWIS WILMER.—James F. Symonds, Hereford.
- WISE, FRANCIS DICKSON.—Samuel Wise, Ripon.
- WOOD, EDMUND SMITH (articled by the name of SAMUEL EDMUND SMITH).—George Edmunds Williams, Cheltenham.
- WORSLEY, REGINALD.—W. W. Goulden, Manchester.
- YOUNG, THOMAS BRISTOWE.—Thomas Loftus, 10, New-inn, Strand.

*Michaelmas Term, 1864, pursuant to Judges' Orders.*

- BATCHELOR, EDWARD JAMES.—J. H. Torr, New Bridge-street, City.  
 BLELOOCK, DAVID.—Nathaniel Mason, Bedford-row; Robert Dudley Baxter, Victoria-street.  
 ELLIS, EDMUND HENRY.—George Henry Ellis, 7, Spring-gardens.  
 HARRISON, DAVID, Jun.—D. Harrison, Walbrook, City.  
 JOHNSON, WILLIAM.—Daniel Fossick, 7, Blomfield-street, City.  
 MACMULLEN, RICHARD HENRY BRISTOW.—Samuel Cotton, 7, Lothbury, City.  
 MARSHALL, ROBERT WILLIAMS.—William Marshall, Birmingham; Arthur Wright, Birmingham.  
 MASEFIELD, GEORGE EDWARD.—George Masefield, Ledbury.  
 PAIN, ARTHUR GEORGE.—George H. Pain, Bridgewater.  
 ROBINSON, HENRY DUNCAN.—Henry Robinson, Settle.  
 TAYLOR, CRESSWELL JOHN.—A. Luce, Liverpool.  
 THOMAS, GEO. GILBERT TREHERNE, B.A.—William R. Maynard, Coleman-street.  
 VERGETTE, EDWARD.—Andrew Percival, Peterborough.  
 WILLIAMS, SAMUEL OWEN.—W. Hughes, Conway.
- Michaelmas Vacation, 1864, pursuant to 23 & 24 Vict. c. 127.*  
 BUDD, JOHN WREFORD, Jun., B.A.—Archer T. Upton, Austin-fras.
- COVER, JOHN RUSSELL.—G. E. Ellis, Spring-gardens.  
 MAYNARD, WILLIAM.—W. W. Hayne, Red Lion-square; F. T. Dubois, Church-passage, Gresham-street.

**COURT PAPERS.****CHANCERY VACATION NOTICE.**

During the Vacation, until further notice, all applications which are necessary to be made at the Judges' Chambers are to be made at the chambers of the Vice-Chancellor Sir R. T. Kindersley.

Any application which it may be found necessary to make during the Long Vacation, for special injunctions or writs of *se ecclat regno*, must be made on production of copy of the bill, certificate of bill filed, and office copies of the affidavits in support, and at his Honour's chambers information will be given of the time and place at which the application may be made.

The chambers of the Vice-Chancellor Kindersley will be open every day in the week, except Mondays and Saturdays, from eleven to one o'clock.

**COURT OF BANKRUPTCY.****NEW RULE.**

The following is the rule recently made with regard to the sale of bankruptcy assets previously to choice of assignees:—

"Every application made by an official assignee for sale of a bankrupt's property under the 40th section of the Bankrupt Law Consolidation Act, 1849, shall be supported by a certificate of such official assignee or of his clerk, or by an affidavit of the bankrupt, setting forth the nature or particulars and assumed value of the property proposed to be sold, and the reasons why the holding possession thereof until the meeting for choice of creditors' assignees would be prejudicial to the bankrupt's estate."

"Whenever the assumed gross saleable value of the property proposed to be sold as aforesaid shall exceed the sum of £30, a copy of such certificate or affidavit and notice of the proposed application to the court shall be delivered to the solicitor to the petition, and also to the bankrupt when the petition has been presented by a creditor, and in either case two clear days at least before the time appointed for making such application."

"EDWARD HOLROYD.  
"EDWARD GOULBURN."

**PUBLIC COMPANIES.****CIRCULAR ISSUED BY THE BOARD OF TRADE TO THE RAILWAYS.**

"Whitehall, July 30.

"Sir,—I am directed by the Lords of the Committee of Privy Council for Trade to request you to state to the directors of the railway company that my Lords have had under their consideration the complaints, fre-

quently urged on their attention, of the danger existing or apprehended from the want of means of communication between the different portions of a railway train while in motion. Several instances have occurred of carriages having taken fire, or having been thrown off the rails, the passengers in which had no means of making their perilous situation known to the servants of the company in charge of the train. Recent occurrences also of a criminal nature in passenger railway trains have excited among the public a very general feeling of alarm. Under these circumstances, my Lords are desirous of calling the attention of railway companies to this subject, with a view to the consideration by them of the question how far, by means of increased facilities for communication between different portions of a railway train while in motion, or other improved regulations, it may be practicable to obviate the evils complained of and to allay the sense of insecurity at present prevailing among railway passengers.

"My Lords are very sensible that without the cordial co-operation of the railway companies any attempt to introduce improvements in the system of railway management would be attended with doubtful success.

"Several expedients have been suggested as calculated in some degree to further the desired object.

"One expedient for guarding against offences in railway carriages which has been proposed, is that of placing windows between the compartments of each carriage. As these windows might be provided with curtains, the privacy of the carriages need not ordinarily be interfered with.

"As an expedient for providing means of communication between the guard and the passengers, it has been suggested that every vehicle forming part of a passenger train should be furnished with footboards and handrails, which would admit of the guard (or, in case of emergency, other persons) passing along the train.

"It appears to my Lords deserving of consideration whether this expedient, guarded, of course, by carefully framed regulations to prevent abuse, might not be generally adopted with very beneficial effects.

"The use of a cord running along the train, by means of which the guard can attract the attention of the engine-driver, has now existed on some lines so long as to prove that there is no difficulty in its application.

"I am to request that my Lords may be favoured with the opinion of the directors as to the practical value of arrangements of the nature specified, and also with any suggestions which the directors may think adapted to accomplish the ends which my Lords have in view.

"I am also to request that my Lords may be informed what means are in practice on your line for effecting communication between different portions of a train while in motion, and whether, with a view to the application of such means to the carriages of one company passing on the line of another company, any regulations of a general and compulsory character are deemed expedient.

"I am, Sir, your obedient servant,

"JAMES BOOTH,  
Railway Company."

**BIRTHS, MARRIAGES, AND DEATHS.****BIRTHS.**

COCK—On Aug. 2, at 18, Sunderland-terrace, Hyde-park, W., the wife of Frederick K. H. Cock, Esq., Barrister-at-Law, of a son.

DANIELL—On July 26, at St. Cuthbert's, Bath, the wife of W. S. Daniell, Esq., of a son.

SPINKS—On Aug. 1, at 6, the College, Doctors' commons, the wife of Thomas Spinks, D.C.L., prematurely, of a son, stillborn.

**MARRIAGE.**

MATHEWS—JONES—On July 27, at Monkstow Church, Samuel Livingston Mathews, Esq., Barrister-at-Law, second son of Samuel Mathews, Esq., Solicitor of Dublin, to Eleanor Hughes, eldest daughter of the late Griffith Jones, Esq., Solicitor, Pwllheli, North Wales.

**DEATHS.**

BROOKS—On July 28, at Brighton, Charles George Murray, aged 3 months, son of George Henry Brooks, of Doctor's-commons.

HEWLETT—On Aug. 2, at Baker-street, Portman-square, Mr. Richard Hewlett, aged 46.

YATES—On July 31, William Lowndes Yates, Esq., Barrister-at-Law, of the Middle Temple, London, aged 35.

**UNCLAIMED STOCK IN THE BANK OF ENGLAND.**

*The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—*

MATTH, ANTHONY, Danzig, Merchant; MICHAEL LANGMEIER, Rector, Danzig, and MICHAEL FUBKOWSKI, Inspector of the Royal Chapel

Schools, Danzig. £1,100 Consolidated £3 per Cent. Annuities.—Claimed by Anton Franz Matthy, Rev. Leo Redner, and Franz Danziger.

### LONDON GAZETTES.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 29, 1864.

- Baldwin, Saml., Courtney-ter, Kingsland, Gent. Aug 23. Young & Jackson, Essex-st.  
 Brownlow, Chas. Snowdon, West Rendlesham, Lincoln, Farmer. Sept 1. Ingoldby & Bell, Louth, Lincoln.  
 Hall, John, Tottington, nr Bury, Lancaster, Esq. Sept 1. Binney, Manch.  
 Howwood, Wm, The Terrace, Keamington-park, Gent. Sept 7. Burgoynes & Co, Oxford-st.  
 Hume, Mary, Bridgwater, Isle of Wight, Widow. Sept 1. Hume & Bird, St James-st.  
 Lambert, Robt, Eccleshall, Bradford, Gent. Oct 31. Barret, Bradford.  
 Matthews, Wm, Gloucester, Gent. Oct 1. Hunter, Gloucester.  
 Price, Joseph, Bliston, Stafford, Butter Dealer. Sept 7. Bolton, Wolverhampton.  
 Rowell, Jas, Cottenham, Cambridge, Farmer. Oct 1. Watts & Sons, St Ives, Huntingdonshire.  
 Shill, Thos, Witton Gilbert, Durham, Farmer. Sept 30. Brignal, Durham.  
 Smith, Jeremiah Thos Beaton, Essex-pl, Old Bethnal-green-rd, Gent. Sept 10. Donne, Prince's-street, Spitalfields.  
 Sutton, Harsant, Suffolk, Gent. Dec 24. Clubbe, Framlingham, Suffolk.  
 Temple, Richd, Tamar-pl, Peckham-rye, Ironmonger. Aug 29. Godwin & Pickett, King's Bench-walk.  
 White, Jas, Nottingham-Park, Nottingham, Professor of Music. Aug 31. Watson & Wadsworth, Nottingham.

#### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 29, 1864.

- Abbott, Saml., Lowdham, Nottingham. Nov 16. Abbott v Rawson, V.C. Stuart.  
 Brooks, Saml, Long Eaton, Derby, Publican Nov 4. Brooks v Bainbridge, V.C. Kiddersey.  
 Cooper, Wm Hy, Pain's-hill, Cobham, Esq. Nov 4. Cooper v Martin, V.C. Stuart.  
 Forster, John Dodd, Falstone, Northumberland, Yeoman. Nov 2. Forster v Ridley, M.R.  
 Hall, Joseph, Edgaston, Warwick, Ironmaster. Oct 28. Hall v Hall, M.R.  
 Harrison, Wm, Bishop's Norton, Lincoln, Farmer. Nov 2. Harrison v Harrison, V.C. Wood.  
 Meredith, Eliz, Little Hadham, Herts, Spinster. Oct 29. Richardson v Goodson, M.R.  
 Morley, Thos Gregory, Nottingham, Solicitor. Oct 29. Morley v Morley, M.R.  
 Sidebotham, Geo, Haughton-green, Manch, Gent. Oct 29. Milnes v Hughes, M.R.  
 Smith, Geo, Belper, Derby, Ironmonger. Nov 2. Smith v Smith, M.R.

#### Assignments for Benefit of Creditors.

FRIDAY, July 29, 1864.

- Rudd, Wm, Grimston, Norfolk, Grocer. July 5. Emerson, Norwich.

#### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 29, 1864.

- Ashworth, Saml, Manch, Fishmonger. July 4. Asst. Reg July 29. Barnecutt, Joseph, Llanelli, Carmarthen, Grocer. July 7. Conv. Reg July 28.  
 Barnley, John, Manch, Grocer. June 29. Conv. Reg July 27.  
 Bentley, Wm, Mexstoke, Warwick, Farmer. July 4. Conv. Reg July 28.  
 Bywater, Chas, Selby, York, Painter. June 29. Conv. Reg July 26.  
 Collina, Jas, Bristol, Tailor. July 5. Conv. Reg July 27.  
 Collin, Thos Jas, Bermondsey-st, Surrey, Grocer. July 21. Conv. Reg July 25.  
 Coupland, John, ses, Lpool, Merchant. July 5. Comp. Reg July 27.  
 Cuse, Chas, Wylye, Wilts, Miller. June 28. Conv. Reg July 26.  
 Dunn, Wm John, Nottingham, Hosiery Manufacturer. July 21. Conv. Reg July 27.  
 Dwe, Stephen, Bedmonland, Cornwall, Shopkeeper. July 5. Comp. Reg July 27.  
 Erick, Theodor, Newgate-st, Bohemian Glass Merchant. June 30. Comp. Reg July 28.  
 Freshfield, George Deane, Eye, Suffolk, Chemist. July 9. Asst. Reg July 29.  
 Harcourt, Wm Robson, North Shields, Draper. July 8. Conv. Reg July 29.  
 Hilditch, John, Stockdaley, York, Innkeeper. July 25. Conv. Reg July 27.  
 Holt, Geo, High-st, Kensington, Watchmaker. July 12. Conv. Reg July 28.  
 Hynes, Peter, Manch, Joiner. June 29. Conv. Reg July 27.  
 Keighley, Garrett, Horforth, nr Leeds, Cloth Manufacturer. July 11. Conv. Reg July 28.  
 Lowe, Sarah, Walsall, Stafford, Innkeeper, Widow. July 20. Asst. Reg July 28.  
 Mitchell, Geo, Princes-st, Hanover-st, Tailor. July 19. Arr. Reg July 29.  
 Morgan, Thos, Llanelli, Carmarthen, Grocer. July 23. Conv. Reg July 28.  
 Morris, Wm Fras, Northumberland-st, Charing-cross, Solicitor. July 14. Comp. Reg July 27.  
 Newbold, Robt, Sheffield, File Manufacturer. July 12. Conv. Reg July 26.  
 Sington, Edmund, Outlane, Halifax, Manufacturer. July 12. Conv. Reg July 26.

- Smith, Chas Fredk, & Wm Fredk Smith, Birn, Provision Dealer. June 30. Comp. Reg July 28.  
 Smith, Edw, Dudley, Worcester, Tea Dealer. July 6. Conv. Reg July 29.

- Sparrow, Ephraim, Deal-st, Mile-end New-town, Washing Powder Manufacturer. July 20. Conv. Reg July 28.  
 Street, John, Altringham, Chester, Joiner. July 9. Asst. Reg July 27.  
 Till, Geo Thos, Romsey, Hants, Builder. July 7 Asst. Reg July 28.  
 Tod, Jas, Loose, Kent, Flock Manufacturer. July 5. Conv. Reg July 28.  
 Tooley, Jas, jun, Norfolk, Currier. July 23. Comp. Reg July 29.  
 Turnball, Edwd, South Shields, Durham, Grocer. July 13. Comp. Reg July 27.  
 Ward, Thos, Mountsorrel, Leicester, Grocer. July 2. Conv. Reg July 27.  
 Westhorne, John, Derby, Watchmaker. July 7. Conv. Reg July 26.  
 Wright, Geo, Waterloo-rd, Surrey, Cabinet Maker. July 26. Conv. Reg July 29.  
 Youngs, Hy, Southwold, Suffolk, Grocer. July 11. Conv. Reg July 26.

### Bankrupts.

FRIDAY, July 29, 1864.

To Surrender in London.

- Alexander, Hy, Gray's-inn-rd, Manager to a Beer Retailer. Pet July 28 (for pau). Aug 9 at 1. Aldridge.  
 Allison, Herbert John, Malden-rd, Kentish-town, Clerk. Pet July 27. Aug 13 at 1. Daniel, Quality-ct.  
 Binks, Hy, Pittiswick, Essex, Coach Builder. Pet July 26. Aug 9 at 2. Preston & Dorman, Creasham.  
 Bonny, Alf, Reigate, Surrey, Wholesale Confectioner. Adj July 26. Aug 13 at 12. Aldridge.  
 Bott, Sophia, Langham-st, Portland-pl, Lodging-house Keeper. Pet July 25. Aug 9 at 1. Park & Co, Bedford-row.  
 Campion, Francis, Prisoner for debt, London, Civil Engineer. Pet July 26 (for pau). Aug 13 at 1. Aldridge.  
 Catterton, Edwd, Norfolk-st, Middx Hospital, Furniture Dealer. Pet July 26. Aug 9 at 2. Robertson, Martin's-lane, Cannon-st.  
 Cropley, Nathan, Ely, Cambridge, Clerk. Pet July 23. Aug 9 at 11. Munay, Essex-st, Strand.  
 Duke, Wm, Gloucester-pl, Walworth-common, Wire Weaver. Pet July 25. Aug 9 at 1. Marshall, Hutton-garden.  
 Fitch, John, Bedford-pl, Rotherhithe, out of business. Pet July 25. Aug 9 at 1. Marshall, Lincoln's-inn-fields.  
 Fuller, Wm, Lower Charlton next Woolwich, Coal Merchant. Adj July 21. Aug 9 at 12. Aldridge.  
 Garty, Francis Boyle, Jun, Portland-ter, Brixton, Com Agent. Pet July 26 (for pau). Aug 13 at 1. Aldridge.  
 Goodson, John Wm, Elizabeth-st, South, Pimlico, Plumber. Pet July 23. Aug 13 at 12. Chidley, Old Jewry.  
 Hicks, Frank Gordon, Porchester-ter, Camberwell New-rd, Builder. Adj July 20. Aug 13 at 11. Aldridge.  
 Hugo, Jane, Bowman's-pl, Holloway, Dressmaker. Pet July 23. Aug 9 at 12. Layton, Jun, Church-row, Islington.  
 Lee, Hy, Danvers-st, Chelsea, Clerk. Pet July 23 (for pau). Aug 9 at 12. Aldridge.  
 Macarthy, Wm, King's College-rd, Hampstead, Plumber. Pet July 19. Aug 15 at 12. Scarth, Manchester-st, Manchester-ay.  
 Marahal, Saml, Battersea, General Merchant. Adj July 20. Aug 13 at 12. Aldridge.  
 Martin, Alexandre, Aldermanbury, Bonnet Shape Manufacturer. Pet July 26. Aug 13 at 1. Routh & Co, Southampton-st, Bloomsbury.  
 McCollough, John, Bridge-st, Southwark, Merchant. Pet July 26 (for pau). Aug 9 at 11. Aldridge.  
 McElveen, Jas, Catherine-st, Islington, Book-keeper. Pet July 20. Aug 9 at 1. Tower, King-st, Fitzroy-st.  
 Meadow, Wm Geo, Old Kent-rd, Surrey, Artist. Pet July 22. Aug 9 at 12. Drew, New Basinghall-st.  
 Moore, Jas, Southwicks, Hants, Upholsterer. Pet July 21. Aug 9 at 2. Jones, New-inn, for Paffard, Portsea.  
 Newcombe, Chas, Long-lane, Bermondsey, Builder. Pet July 23. Aug 9 at 2. Chipperfield, Trinity-st, Southwark.  
 Page, Edwd Logie, Hans-ter, Chelsea, Gent. Pet July 22. Aug 13 at 11. Jerwood, Ely-pl.  
 Paine, Robt, Tunnel-nd, Rotherhithe, Journeyman Smith. Adj July 20. Aug 13 at 12. Aldridge.  
 Pearce, Walter, Broadwall, Blackfriars, Licensed Victualler. Pet July 25. Aug 9 at 12. Buchanan, Basinghall-st.  
 Pool, Chas, Clifton-st, Wandsworth, Stonemason. Pet July 27. Aug 13 at 11. Wright, Chancery-lane.  
 Pung, Thos Prior, Greenwich, Engineer. Pet July 25. Aug 13 at 11. Wright & Venus, Paper-blids, Temple.  
 Robertson, Wm, Cruched-friars, Merchant. Pet July 21. Aug 11 at 1. Ody & Adams, Trinity-st, Borough.  
 Rowell, Wm Irvine, East Greenwich, Oil Merchant. Pet July 16. Aug 10 at 12. Abrahams, Gresham-st.  
 Salmon, Joseph Dennis, Colchester, Brewer. Pet July 28. Aug 9 at 11. Harrison & Lewis, Old Jewry.  
 Scott, Wm Thos, Lime-st, Petroleum Dealer. Pet July 26. Aug 13 at 12. Anderson & Stanford, St James-st, Bedford-row.  
 Shefield, Benj, Upper Whitecross-st, Account Book Manufacturer. Pet July 23 (for pau). Aug 9 at 12. Aldridge.  
 Simmonds, Chas, Richmond, Surrey, Plumber. Adj July 20. Aug 13 at 12. Aldridge.  
 Skinner, Walter, Abbey-nd, St John's wood, Timber Merchant. Pet July 28. Aug 16 at 12. Doble, Gt James-st, Bedford-row.  
 Sporne, Thos, Wormsgay, Norfolk, Farmer. Adj July 21. Aug 9 at 11. Aldridge.  
 Tyzack, Wm Baker, Norwich, Ironmonger. Pet July 25. Aug 9 at 1. Clowes & Hickley, Temple, for Wells, Norfolk.  
 Weight, John, Prisoner for debt in Horseshoe-lane gaol, News Agent. Adj July 20. Aug 9 at 12. Aldridge.  
 Witted, Geo Alex, Smith-st, St Pancras, Baker. Pet July 23. Aug 9 at 12. Ricketts, Frederick-st, Gray's-inn-nd.  
 Wyatt, John Robt, Lavender-hill, Wandsworth-nd, Builder. Pet July 23 (for pau). Aug 13 at 11. Aldridge.

To Surrender in the Country.

- Adams, Hy, Ambergate, Derby, Blacksmith. Pet July 23. Belper, Aug 11 at 12. Smith, Derby.

- Andrews, Mathew Hy, Shambles, Worcester, Butcher. Pet July 25. Worcester, Aug 10 at 11. Wilson, Worcester.
- Archer, Joseph, South Shropshire, Essex, Dealer in Cattle. Adj July 24. Rochford, Aug 10 at 1. Swaine, Rochford.
- Bacon, Miles Wm, Horsley Woodhouse, Derby, Labourer. Pet July 23. Belper, Aug 11 at 12. Smith, Derby.
- Bennett, John, Wooley, Hereford, Boot Maker. Pet July 25. Leominster, Aug 10 at 12. Woodhouse, Leominster.
- Birch, Thomas Lucas, Birn, Pewterer. Pet July 15. Birm, Aug 17 at 12. Rawlins & Rowley, Birn.
- Bishop, Saml, Lincoln, Tailor. Pet July 27. Lincoln, Aug 10 at 11. Hebb, Lincoln.
- Bunce, Wm, Birstal, York, Linendraper. Pet July 20. Leeds, Aug 15 at 11. Norris & Foster, Halifax; & Bond & Barwick, Leeds.
- Cadman, Wm, Bilton, Stafford, Charter Master. Pet May 4. Wolverhampton, Aug 8 at 12. Walker, Wolverhampton.
- Chambers, Geo, Milton-next-Gravesend, Blacksmith. Pet July 26. Gravesend, Aug 16 at 11. Outred, Gravesend.
- Cohen, Jacob, Wolverhampton, out of business. Pet July 28. Birm, Sept 15 at 12. Parry, Birn.
- Collins, Anthony Abdy, Broadway, Worcester, Tailor. Pet July 28. Birm, Aug 15 at 12. Andrews, Campden, & Smith, Birm.
- Evans, Saml, Aberdare, Glamorgan, out of business. Pet July 13. Aberdare, Aug 11 at 11. Bird, Cardiff.
- Favell, Stephen, & by Lincoln, Bourn, Lincoln, Coach Builders. Pet July 23. Bourn, Aug 12 at 12. Andrews, Bourn.
- Gelmeck, Wm, Sunderland, Ship Broker. Adj July 20. Sunderland, Aug 17 at 2.
- Harris, Wm, Croshaw, Everton, Lpool, out of business. Pet July 25. Aug 10 at 3. Thornley, Lpool.
- Hartman, Wm, Congleton, Chester, Silk Throwster. Pet July 27. Congleton, Aug 6 at 4. Cooper, Congleton.
- Hartley, Alfred, Whitworth, nr Rochdale, Fuller. Pet July 25. Manc, Aug 10 at 11. Lomax, Rochdale, and Smith & Boyer, Manc.
- Head, Chas, Sittingbourne, Kems, Coal Dealer. Pet July 23. Sittingbourne, Aug 13 at 10. Juckes, Basinghall-st.
- Henderson, Wm, Old Shildon, Durham, Butcher. Pet July 23. Bishop Auckland, Aug 11 at 10. Pround, Bishop Auckland.
- Hine, Wm, Yeovil, Somerset, Tailor. Pet July 26. Yeovil, Aug 15 at 11. Watts, Yeovil.
- Hodgkinson, Wm, Derby, Labourer. Pet July 14. Derby, Aug 27 at 12. Leech, Derby.
- Howard, John Joseph, Tittensor, Stafford, Painter. Pet July 26. Leek, Aug 4 at 11. Challinor, Leek.
- Insole, Fredk, Ledbury, Hereford, Innkeeper. Pet July 26. Birm, Aug 15 at 12. Reece, Ledbury.
- Kelly, John, St Austell, Cornwall, Shoemaker. Pet July 23. St Austell, Aug 10 at 11. Meredith, St Austell.
- Kenrick, Edwd, Holywell, Flint, Licensed Victualler. Pet July 20. Mold, Aug 15 at 12. Williams, Rhyl.
- Mason, Thos, Long Eaton, Derby, Baker. Pet July 23. Derby, Aug 27 at 12. Eddowes, Derby.
- Orchard, Hy, St Austell, Cornwall, Watchmaker. Pet July 23. St Austell, Aug 10 at 11. Meredith, St Austell.
- Pettington, John, Ashton-in-Makerfield, nr Wigan, Draper. Pet July 26. Wigan, Aug 11 at 9. Goldrick, Lpool.
- Phillips, Robt, Hatherley-court, Cheltenham, Baker. Pet July 21. Cheltenham, Aug 9 at 11. Chesney, Cheltenham.
- Rayson, Wm, Birm, Baker. Pet July 23. Birm, Aug 8 at 12. Ladbury, Birm.
- Rowing, Stephen, Dunstable, Tailor. Pet July 26. Leeds, Aug 19 at 11. Farnell, Sheffield.
- Sneyd, Chas, Brighton, Sussex, Working Jeweller. Pet July 26. Brighton, Aug 12 at 11. Lamb, Brighton.
- Stretton, Wm, Tisbury, Stamford, Yeoman. Pet July 25. Burton, Aug 8 at 1. Prince, Burton-on-Trent.
- Taylor, Jas, John, Falkingham, Lincoln, Tailor. Pet July 23. Bourn, Aug 12 at 12. Bell, Gt St James-st.
- Vince, Wm Russell, & Geo Vince, Nottingham, Scale-board Cutters. Pet July 26. Nottingham, Aug 23 at 11. Smith, Nottingham.
- Walker, Jas Thos, Middlesborough, York, Beerhouse Keeper. Pet July 31. Stockton-on-Tees, Aug 10 at 2. Dobson, Middlesborough.
- West, Jas, Church Acreington, Lancaster, Furniture Broker. Adj July 13. Manc, Aug 12 at 12.
- Whitfield, Thos Beebe, Bilton, Stafford, Saddler. Pet July 23. Wolverhampton, Aug 8 at 12. Langman, Wolverhampton.
- Williamson, Chas John, Troy Town, Rochester, Fish Salesman. Pet July 26. Rochester, Aug 12 at 3.30. Hayward, Rochester.
- Winfield, John, jun, Derby, Hay and Straw Dealer. Pet July 15 (for pau). Derby Aug 27 at 12. Briggs, Derby.
- Wyatt, Wm Digby, Oxford, Stone Dealer. Adj July 22. Oxford, Aug 18 at 10.

## ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

July 28.—By Mr. MARSH.

- Leasehold dwelling-house, being No. 5, Cirencester-place, Dorset-square; let at £50 per annum—Sold for £300.
- Leasehold Improved rental of £110 3s. per annum, arising out of a dwelling-house and shop, being No. 166, Piccadilly; term, 63 years from September, 1825—Sold for £1,100.
- Freehold building land fronting the High-road, Eynsford, Kent. Lot 1, sold for £65; lot 2, sold for £65; lot 3, sold for £66; lot 4, sold for £65; lot 5, sold for £74; lot 6, sold for £65.
- Freehold residence, known as Saddler's Hall, situated at Eynsford, Kent, with coach-house, stabling, and piazza, with orchard and meadow land attached, the whole comprising 3r or 14p—Sold for £1,400.
- Freehold meadow adjoining the above, containing 1r 29p—Sold for £300.
- Freehold, 2 tenements adjoining Saddler's Hall—Sold for £295.
- Freehold building land fronting the high road, Eynsford, Kent. Lot 10, sold for £35; lot 11, sold for £35; lot 12, sold for £45; lot 13, sold for £45; lot 14, sold for £42; lot 15, sold for £41; lot 16, sold for £46; lot 17, sold for £50; lot 18, sold for £50; lot 19, sold for £56; lot 20, sold for £62; lot 21, sold for £75.
- Freehold ground-rent of £18 per annum, arising from the British schools at Eynsford, Kent—Sold for £330.
- Freehold, 2 cottages adjoining the above—Sold for £160.

## AT THE GUILDHALL COFFEEHOUSE.

July 28.—By Messrs. BEADEL.

Freehold and copyhold farm, situate at Rush-green, in the parishes of Great and Little Amwell, Hertford, comprising a residence, farm-homestead, and 113a 3r 3p of arable and pasture land—Sold for £4,500.

Freehold and copyhold, 2 enclosures of arable land, containing 15a 2r 2p, situate in the parishes of Great and Little Amwell, Hertford—Sold for £700.

Freehold enclosure of arable land, together with a piece of wood land, situate in the parish of Great Amwell, Hertford, containing 3a 2r 2p—Sold for £350.

Freehold and copyhold, 4 pieces of marsh land, known as the Four Cross, situate in the parish of St. John's, Hertford, containing 11a 2r 27p—Sold for £340.

Freehold dwelling-house, known as the Wilderness, with gardens and pleasure grounds, the whole containing 2a 2r 6p, situate at Ongar, Essex—Sold for £1,460.

Freehold house, known as No. 7, Newcastle-street, Farringdon-Without, City—Sold for £550.

July 29.—By Messrs. MORROW, HOOGART, &amp; TRUST.

Freehold estate, situate close to the village of Esher, Surrey, the whole containing 21a or 1p—Sold for £6,000.

Leasehold ground-rents, amounting to £60 per annum, arising out of several houses, situate in Harwood-street and Angus-street, Hampstead-road; term, 37 years unexpired—Sold for £500.

By Messrs. BOND, GREENE, &amp; KEMP.

Freehold, the Harrington Estate, comprising the manor or reputed manor of Harrington, and 2,328a 1r 25p of arable, pasture, meadow, and wood land, producing £3,500 per annum; also the advowson and next presentation to the rectory of Harrington—Sold for £130,000.

By Mr. W. RUGER.

Freehold estate, situate in the parish of Edembridge, Kent, comprising about 310a or 37p—Sold for £5,250.

Aug. 1.—By Mr. HENRY NEWSON.

Freehold estate, situate at Tollesbury and Tollerton D'acy, Essex, comprising Tollesbury Lodge, Bourchiers Hall, and Bourchiers Lodge Farm, with houses and agricultural buildings, the Ship public-house, Inn, granary, and coal wharf, a capital windmill, cottage, dovecote, decayed house, and pond, containing altogether 1851a 2r 17p of arable and marsh land, producing £2,000 per annum; also the manor of Tollesbury Gyres, otherwise Tollesbury Bourchiers—Sold for £36,000.

By Mr. DANIEL WATNEY.

Freehold, Wray's Farm, situate about 3 miles from Harley, Surrey, containing 100 acres—Sold for £4,000.

Freehold estate, situate in the parish of Newdigate, Surrey, known as Ivy-house Farm, comprising farm house, agricultural buildings, and 44a 1r 1p of arable, pasture, and wood land—Sold for £1,700.

Aug. 2.—By Messrs. DEBBINHAN &amp; TEWSON.

Leasehold, 5 houses with shops, situated as Nos. 11 to 15 inclusive, Elmstreet, Haymarket, producing £348 per annum; term, 50 years unexpired; ground-rent, £11 per annum—Sold for £9,900.

Freehold and copyhold estate, situate in the parish of Cheshunt, Herts, comprising a residence, known as Brook House, outbuildings, pleasure grounds, and several enclosures of pasture land, in all 12a 1r 1p—Sold for £3,600.

Aug. 3.—By Messrs. DEBBINHAN &amp; TEWSON.

Freehold, 3 houses, 2 with shops, situate in Bridge-street, Waltham Abbey—Sold for £700.

Freehold, 14 acres of building land, with 3 cottages and out-buildings, situate in the parish of Catherline, Surrey—Sold for £1,500.

Freehold public-house, known as the Coach and Horses, situated in High-street, Hornerton; also a house and shop adjoining—Sold for £1,500.

Freehold, 5 houses, with shops, known as Nos. 2, 3, 4, 5, and 6, High-street, Hornerton, producing £51 6s. per annum—Sold for £600.

Freehold, 2 houses, known as Nos. 7 and 8, High-street, Hornerton, producing £40 per annum—Sold for £740.

Freehold, 2 houses, known as Nos. 9 and 10, High-street, Hornerton; also a plot of land fronting Bridge-street, producing £38 per annum—Sold for £1,000.

Aug. 3.—By Messrs. FARNBOROUGH, CLARKE, &amp; LYR.

Leasehold ground-rents, amounting to £40 per annum, arising out of five residences, being Nos. 18 to 22, Weymouth-street, Marylebone; term expiring at Lady-day, 1865—Sold for £450.

Monmouthshire.—Desirable and valuable Freehold Property, situate at Grosmont, two miles from Pontllais Station, on the West Midland Railway, 11 miles from Monmouth, 11 from Abergavenny, and 14 from Hereford.

**M**SELL BY AUCTION (unless previously sold by private contract) at THE GREYHOUND HOTEL, in the city of Hereford, on WEDNESDAY, the 14th day of SEPTEMBER next, at FOUR o'clock in the afternoon, the above-mentioned PROPERTY, in two lots.

Lot 1 comprises a genteel and convenient residence called The Lodge, delightfully situate in the picturesque village of Grosmont; containing three reception rooms, seven bed-rooms, kitchen, pantry, and under-ground cellar, stable, coach-house, and the usual appurtenances, with a productive garden and rich meadow land, and grass orchard in full bearing; consisting in the whole about 5a. 0r. 17p., now in the occupation of J. Lane, Esq., whose lease will expire on February 2, 1867. This lot is subject to the payment of £6. 2d. per annum chief rent, and 1s. 4d. land tax.

Lot 2 comprises the valuable and compact Estate called the Town Farm, situate at Grosmont, containing 10s. 1r. 4p., more or less, of arable, meadow, pasture, and wood land, with suitable farm-houses and buildings, lying in a ring fence, being well timbered, and having a good supply of water; the farm is in a good state of cultivation, and is now in the occupation of Mr. Elwin Martin, whose lease will expire at Christmas, 1866. The land-tax on this lot is £3 5s. and chief rent 7s. per annum; both lots are very near the church, and include some excellent building sites. There is good trout fishing within five minutes' walk, and two packs of foxhounds meet in the neighbourhood. The surrounding country is celebrated for the beauty of its scenery and the purity of the air.

To view apply to the respective tenants, and for particulars and conditions to Messrs. JAMES & CURTIS, 23, Ely-place, London, E.C.; to the auctioneer, Madley, Hereford; and at the principal inns in the neighbourhood.

Kent, Maidstone, and Wateringbury.—Extensive and important Freehold (and partly land-tax redeemed) Warehouse and Wharf Property and old-established Water Corn-mill, with capital Residence and Premises, six Tenements, several enclosures of highly-productive Pasture, Fruit Plantation, and Hop Land; also Two Shares in the undertaking of the River Medway.

**M**ESSRS. BEADEL are instructed by the Trustees under the will of the late Harry Blaker, Esq., to SELL by AUCTION, at the Temporary Mart, GUILDFIELD COFFEE-HOUSE, Gresham-street, London, on TUESDAY, AUGUST 23rd, at TWELVE for ONE o'clock, the extensive and substantially-built WATERSIDE PREMISES, known as the Bridge-wharf, situate under the Cliff, in the town of Maidstone, adjoining the Great-bridge, with a frontage of upwards of 57 ft. to the River Medway, the same frontage to Cliff-lane, and a depth of about 100 ft. to the High-street. This very important property is situated in a commanding position, is admirably adapted for any business requiring first-class warehouse room and river frontage; the premises are brick-built, having four floors with lofts to each on three sides, and are now let to Mr. Thomas Flint, upon a repairing lease, which expires March, 1866, at a net rental of £310 per annum. A very desirable property, known as Wateringbury-mill, situate in the parish, and within a few minutes' walk of the village and railway station of Wateringbury. It comprises an old-established water corn-mill, a gentlemanly residence with pleasure-ground, ample premises, 4 labourers' cottages, and 3 enclosures of productive pasture and fruit plantations, the whole containing 11a. 27s. 0p., and let to Mr. Jas. Fremlin, as yearly tenant, at £300 per annum. An eligible small estate, situate at Rising-well, otherwise Fison-well, in the parish, and within one mile of the village of Wateringbury, near the road leading from Maidstone to Tunbridge; it comprises a messuage now divided into two tenements, a newly-erected stable and chaise-house with loft over, lean-to cattle shed, and 16 acres of rich pasture, fruit plantation, and hop land, let to Mrs. Catherine Startup, as yearly tenant, at the low rent of £64 per annum. Also two shares in the undertaking of the River Medway, held in fee-simple.

Particulars and conditions of sale may be obtained of Messrs. ATTREE, CLARK, & HOWLETT, Solicitors, 8, Ship-street, Brighton; or Messrs. BARRON & CLARKE, Solicitors, 29, Bloomsbury-square, W.C.;

the place of sale; and of Messrs. BEADEL, 28, Gresham-street, London, E.C.

In Chancery: "Sadd v. King."—Suffolk.—The Bradley Estate, an important Freehold Residential Property, situate in the parishes of Great and Little Bradley, Thurlow, and Cowlinge; comprising a family residence, four farms, the Royal Oak publichouse, several cottages, and 1,092 acres of land; also the Manor, or reputed Manor, of Little Bradley, the advowson, or perpetual presentation to the rectory; the annual income from the whole amounting to upwards of £2,000.

**M**ESSRS. BEADEL will SELL BY AUCTION, by order of his Honour the Master of the Rolls, at the temporary Auction Mart, at the GUILDFIELD COFFEEHOUSE, Gresham-street, London, in AUGUST, the above very valuable FREEHOLD RESIDENTIAL ESTATE, situate in a fine sporting district, 9 miles from Newmarket, 15 from Bury, 5 from Hatchwell, and 6 from the Dullingham Station of the Great Eastern Railway. It comprises a substantial and convenient family residence, known as Bradley-place, pleasantly situate near the church, with offices, stabling, coach-house, gardens, pleasure-grounds, and plantations; the Place Farm, two cottages, agricultural buildings, and 451a. 2r. 12p. of arable and pasture land; the Hall and Malting Farm, consisting of a good farm residence, with stabling, granaries, harness and coach-houses, set of well-arranged agricultural buildings, a smaller farm-house (occupied by the bailiff), malting office and building, eight labourers' cottages, and 410a. 1r. 2p. of arable and pasture land; and the whole of the above is in hand; the Norley Moat Farm, comprising a well-built farmhouse, with stabling, farm buildings, and 283 acres of land, in the occupation of Messrs. Pratt, highly respectable tenants, at a rental of £450 per annum; the Royal Oak Publichouse, very substantially built, with brewhouse, stabling, and offices, and 39 acres of land, let at £70 per annum, together with the Manor or reputed Manor of Little Bradley, with its rights, royalties, and emoluments, and the advowson or perpetual presentation to the rectory, the tithes of which have been commuted at £250 per annum. The whole estate extends to 1,092a. 3r. 25p., and comprises nearly the entire parish of Little Bradley, forming a very compact residential property, and offering unusual facilities for sporting. Mr. Godfrey, the bailiff, will show the estate.

Particulars, with plans and conditions of sale, are preparing, and may shortly be had of

Messrs. CHURCH, PRIOR, & BIGG, Solicitors, 38, Southampton-buildings, Chancery-lane, W.C.; of J. A. COPELAND, Esq., Solicitor, Chelmsford; of Messrs. JACKSON & SPARKE, Solicitors, Bury St. Edmunds; of JAMES ALLSUP, Esq., Waltham Abbey; of W. H. SAMS, Esq., Clare; at the place of sale; and of Messrs. BEADEL, 28, Gresham-street, London, E.C.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funders and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentation, Manorial Rights, Rent Charges, Post Office Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the present year.

**M**r. MARSH begs to announce that his PERIODICAL SALES (established 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the ensuing year, as under:—

September 1

October 6

November 3

December 1

In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freehold, Copyhold, and Leasehold Properties, viz.:—

Thursday, August 11, 18, 25

Thursday, October 20

Thursday, September 18

Thursday, November 17

Thursday, December 15

2, Charlotte-row, Mansion-house, London, E.C.

The Hafod Estate.—South Wales.—Further Postponement of Sale. **M**ESSRS. LEIFCHILD & CHEFFINS are instructed by the Proprietor, Wm. Chambers, Esq., to announce that the SALE of this popular and important ESTATE will NOT TAKE PLACE till the 24th day of October next, at Garraway's Coffeehouse, London. Due notice will be given when the particulars are ready, and Messrs. Leifchild & Cheffins will then be prepared to treat with any gentleman by private contract for the purchase of the Hafod estate.—Land, Timber, Auction, and Estate Offices, 62, Moorgate-street, London.—August 1, 1864.

Periodical Sales of Absolute or Contingent Reversions to Funders or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferences, Rent Charges, and all other descriptions of present or prospective Property.

**M**r. FRANK LEWIS begs to give notice that his SALES for the year 1864 will take place at the AUCTION MART, on the following days, viz.:—

Friday, August 12

Friday, September 9

Friday, October 14

Friday, November 11

Friday, December 9

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

**T**HE GENERAL LAND DRAINAGE and IMPROVEMENT COMPANY. Offices, 52, Parliament-street, S.W.

HENRY KER SEYMER, Esq., M.P., Chairman.  
Sir J. VILLIERS SHELLEY, Bart., M.P., Vice-Chairman.

J. Bailey Denton, Principal Engineer.

Under this Company's Act, tenants for life, trustees, mortgages, guardians, committee of incompetent persons, beneficial lessees, corporations (ecclesiastical or municipal), incumbents, charitable trustees, &c., may effect the following land improvements, and charge the outlay and expenses on the estate improved, by way of rentcharge, to be paid by half-yearly instalments, viz.:—

1. All works of drainage, irrigation, warping, and embankment.
2. The erection of farm-houses, cottages for agricultural labourers, and all kinds of farm-buildings.
3. The construction of roads.
4. The grubbing and clearing of old wood lands, enclosing, fencing, and reclaiming land.

The owners of estates, not entailed, who may be desirous to avoid the expense or inconvenience of a legal mortgage, may also charge their estates with an outlay in improvements under the simple and inexpensive process of the Company's Act.

The term of years for the rentcharge is fixed by the landowner, so as to adapt the amount of annual payment to the circumstances of the tenants, the term for building works being limited to thirty-one years.

No investigation of title being required, and the charge not being affected by encumbrances, no legal expenses are incurred.

The arrangements for effecting improvements are threefold.—

No. 1. The works may be designed and executed entirely by the landowner's agent, and the Company employed only to supply the loan and conduct the matter through all the official forms for charging the outlay on the estate.

No. 2. The Company will supply plans, specifications, and estimates for any improvements to be executed by the landowner's agent as under No. 1. In each of these cases the landowner will be solely under the control of the Enclosure Commissioners.

No. 3. The Company will undertake the entire responsibility of the improvements, prepare the plans, execute the works, and finally charge on the estate the actual amount expended, with their commission thereon, approved by the Enclosure Commissioners.

Landowners may thus obtain what assistance they require from the Company, and no more, in effecting the objects in view.

Works of drainage and other improvements are also executed on commission for landowners, who merely require the skill and experience of the Company's officers and a staff in constant practice.

Applications to be addressed to William Clifford, the Secretary, at the Offices of the Company, 52, Parliament-street, S.W.

**T**HE LANDS IMPROVEMENT COMPANY

(incorporated by Special Act of Parliament in 1853), 2, Old Palace Yard, Westminster, S.W.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 20 years:—

1. Drainage, irrigation, and warping, embanking, enclosing, clearing, reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.

2. Farm roads, tramways, and railroads for agricultural or farming purposes.

3. Jetties or landing places on the sea coast, or on the banks of navigable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

For further information and for forms of application, apply to the Hon. WILLIAM NAPIER, Managing Director, 2, Old Palace-yard, Westminster, S.W.

